

Crystal's copy

OMB Approval 2700-0042

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 250)		RATING DO		PAGE 1 OF 57 PAGES	
2. CONTRACT (Proc. Inst. Ident.) NO. DTRA01-01-D-0013		3. EFFECTIVE DATE 07 September 2001		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. AIC CTU010001409			
5. ISSUED BY Defense Threat Reduction Agency 8725 John J. Kingman Road, MS 6201 Ft Belvoir, VA 22060-6201 Attn: Herbert A. Thompson, Jr. (703) 767-7875		CODE HD3640		6. ADMINISTERED BY (If other than Item 6) Defense Contract Management Agency - Manassas 10500 Battleview Parkway - Suite 200 Manassas, VA 20109-2342		CODE S3603A	

7. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code) Raytheon Technical Services Company 12160 Sunrise Valley Drive, Suite 300 Reston, VA 20191-3461		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
TIN #: (b)(4)		9. DISCOUNT FOR PROMPT PAYMENT N/A	
CODE 05WG2		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: G2	

11. SHIP TO/MARK FOR Defined on individual Task Orders		12. PAYMENT WILL BE MADE BY DFAS-Columbus Center DFAS-CO/New Dominion Division P.O. Box 182041 Columbus, OH 43218-2041	
13. AUTHORITY FOR USING OTHER FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		14. ACCOUNTING AND APPROPRIATION DATA Defined on individual Task Orders	

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Cooperative Threat Reduction Integrating Contracts (CTRIC)	TO BE	DEFINED	ON TASK	ORDERS

15G. TOTAL AMOUNT OF CONTRACT **\$ 0.00**

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copy to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number: DTRA01-01-R-0015 , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) Herbert A. Thompson, Jr. Contracting Officer		20A. NAME OF CONTRACTING OFFICER Herbert A. Thompson, Jr. Contracting Officer	
19B. NAME OF CONTRACTOR (Signature of person authorized to sign)	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY <i>Herbert A. Thompson, Jr.</i> (Signature of Contracting Officer)	20C. DATE SIGNED 07 SEP 01

NSN 7540-01-152-8069

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STANDARD FORM 26 (REV. 4-85)

Prescribed by GSA

FAR (48 CFR) 53.214(a)

SECTION B
SUPPLIES OR SERVICES AND PRICES/COST

The Government has awarded five Indefinite Delivery/Indefinite Quantity contracts for supplies and services in this schedule. These Multiple Year contracts cover the Cooperative Threat Reduction (CTR) Program Mission as described in the Statement of Objectives. The contracts are for a five year basic ordering period and an additional five year ordering period (Award Term) based on Contractor performance and provisions contained herein. Contract types on individual task orders permitted under the contract are: Cost Plus Fixed Fee, Cost Plus Award Fee and Firm Fixed Price.

Acronyms and definitions:

The following terms may be used within this contract and are hereby defined as follows:

Contractor and Awardee may be used interchangeably and refer to the successful offeror, for the contract or task order.

Task Order and Delivery Order may be used interchangeably and refer to orders for the delivery of supplies or the performance of tasks during the period of the contract

"MAC" = Months After Contract Award

"WAC" = Weeks After Contract Award

"DAC" = Days After Contract Award

"ASREQ" = As Required

"TBS" = To Be Specified

"TBD" = To Be Determined

"DTRA" = Defense Threat Reduction Agency

"TRSC" = Threat Reduction Support Center

Unless otherwise noted, clauses in this solicitation, and the resultant contracts, are applicable to all task orders issued hereunder. Section I clauses are applicable to the base contract with specific clauses selected for individual task orders.

B1 CONTRACT TYPE

It is in the Government's best interest to award this contract with the following contract types which shall be established with each Task Order.

COST PLUS AWARD FEE (CPAF)

COST PLUS FIXED FEE (CPFF)

FIRM FIXED PRICE (FFP)

B2 IMPLEMENTATION OF LIMITATION OF FUNDS

(a) The sum allotted to this contract and available for payment of costs under DTRA01-01-D-0013 through DD/MMM/YY in accordance with the clause in Section I entitled "Limitation of Funds" is \$_____.

(b) In addition to the amount allotted under the "Limitation of Funds" clause, the additional amount of \$ _____ is obligated for payment of fee for work completed under CLIN(s) _____.

[All Fill-ins TBD at Task Order level]

B3 ESTIMATED COST (FULLY FUNDED)

Pursuant to FAR 52.232-20, "Limitation of Cost," SECTION I hereof, the estimated cost is [TBD at Task Order level].

THE FOLLOWING FULL TEXT CLAUSE SHALL BE APPLICABLE TO COST-PLUS-FIXED-FEE TASK ORDER EFFORTS ONLY.

B4 PAYMENT OF FEE (CPFF)

The estimated cost and fee for this contract are shown below. The applicable fixed fee or target fee set forth below may be increased or decreased only by negotiation and modification of the contract for added or deleted work. As determined by the contracting officer, it shall be paid as it accrues, in regular installments based upon the percentage of completion of work (or the expiration of the agreed-upon period(s) for term contracts).

Estimated Cost: \$ _____ [TBD at Task Order level]
Fixed Fee: \$ _____ [TBD at Task Order level]

THE FOLLOWING FULL TEXT CLAUSE SHALL BE APPLICABLE TO COST-PLUS-AWARD-FEE TASK ORDER EFFORTS ONLY.

B5 CONTRACT TYPE: COST-PLUS-AWARD-FEE

Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms:

- (a) The total estimated cost of performance is \$ _____
- (b) The base fee is \$ _____
- (c) The maximum award fee is \$ _____
- (d) The award fee earned for performance from inception of contract through the evaluation period ending _____ has been determined to be \$ _____

[All Fill-ins TBD at Task Order level]

THE FOLLOWING FULL TEXT CLAUSE SHALL BE APPLICABLE TO FIXED-PRICED TASK ORDER EFFORTS ONLY.

B6 CONTRACT TYPE: FIRM FIXED PRICE

Total Price: _____

Applicable to following Line Items: _____

[All Fill-ins TBD at Task Order level]

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COST

II. CONTRACT LINE ITEMS

CLINs TO BE SPECIFIED ON INDIVIDUAL TASK ORDERS (CLINS 0001 THROUGH 0007). BASIC ORDERING PERIOD IS DATE OF CONTRACT AWARD THROUGH 29 AUGUST 2006.

CLINs 0001 & 0002 are applicable to Cost Plus Fixed Fee Task Orders

<u>Item No</u>	<u>Supplies/Services</u>	<u>Quantity Purch Unit</u>	<u>Unit Price Total Item Amount</u>
0001	CLIN Estimated Cost: Fixed Fee: Total: Description: TBS ACRN: TBS contract type: COST PLUS FIXED FEE Descriptive Data: The contractor shall provide support as set forth in Attachment 1, Statement of Objectives (SOO), dated August 24, 2001. Specific work and the total amount shall be defined in individual task orders issued pursuant to FAR 52.216-18, "Ordering," and IAW the Task Order SOW or Statement of Objectives (SOO). Performance Period: To be specified by individual orders issued hereunder.	TBS	\$TBS \$TBS \$TBS
0002	CLIN Description: DATA - EXHIBITS TBD ACRN: TBS contract type: COST PLUS FIXED FEE Descriptive Data: The contractor shall provide data in accordance with Contract Data Requirements List (CDRL), DD Form 1423-1 dated August 24, 2001, designated as Exhibit A, and attached to Section J hereof. Specific data requirements will be identified on individual task orders. This CLIN is Not Separately Priced (NSP). The prices associated with this CLIN are to be included with the price for CLIN 0001.	1 LO	\$NSP \$NSP

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COST

CLINs 0003 & 0004 are applicable to Firm Fixed Price Task Orders

<u>Item No</u>	<u>Supplies/Services</u>	<u>Quantity Purch Unit</u>	<u>Unit Price Total Item Amount</u>
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0003	CLIN Total Price	TBS	\$TBS
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Description: TBS

ACRN: TBS

contract type: FIRM FIXED PRICE

Descriptive Data:

The contractor shall provide support as set forth in Attachment 1, Statement of Objectives (SOO), dated August 24, 2001.

Specific work and the total amount shall be defined in individual task orders issued pursuant to FAR 52.216-18, "Ordering," and IAW the Task Order SOW or Statement of Objectives (SOO).

Performance Period: To be specified by individual orders issued hereunder.

0004	CLIN	1 LO	\$NSP \$NSP
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Description: DATA - EXHIBITS TBD

ACRN: TBS

contract type: FIRM FIXED PRICE

Descriptive Data:

The contractor shall provide data in accordance with Contract Data Requirements List (CDRL), DD Form 1423-1 dated August 24, 2001, designated as Exhibit A, and attached to Section J hereof. Specific data requirements will be identified on individual task orders. This CLIN is Not Separately Priced (NSP). The prices associated with this CLIN are to be included with the funding for CLIN 0003.

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COST

CLINs 0005, 0006 and 0007 are applicable to Cost Plus Award Fee Task Orders

<u>Item No</u>	<u>Supplies/Services</u>	<u>Quantity Purch Unit</u>	<u>Unit Price Total Item Amount</u>
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0005	CLIN	TBS	
	ESTIMATED COST:		\$ TBS
	BASE FEE		\$ TBS
	AWARD FEE		\$ TBS
	TOTAL		\$ TBS

Description: TBS

ACRN: TBS

contract type: COST PLUS AWARD FEE

Descriptive Data:

The contractor shall provide support as set forth in Attachment 1, Statement of Objectives (SOO), dated August 24, 2001.

Specific work and the total amount shall be defined in individual task orders issued pursuant to FAR 52.216-18, "Ordering," and IAW the Task Order SOW or Statement of Objectives (SOO).

Performance Period: To be specified by individual orders issued hereunder.

0006	CLIN	1	\$NSP
		LO	\$NSP

Description: DATA - EXHIBITS TBD

ACRN: TBS

contract type: COST PLUS AWARD FEE

Descriptive Data:

The contractor shall provide data in accordance with Contract Data Requirements List (CDRL), DD Form 1423-1 dated August 24, 2001, designated as Exhibit A, and attached to Section J hereof. Specific data requirements will be identified on individual task orders. This CLIN is Not Separately Priced (NSP). The prices associated with this CLIN are to be included with the funding for CLIN 0005.

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COST

<u>Item No</u>	<u>Supplies/Services</u>	<u>Quantity</u> <u>Purch Unit</u>	<u>Unit Price</u> <u>Total Item Amount</u>
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0007	CLIN AWARD FEE		\$TBS
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Description: AWARD FEE POOL - EVALUATION PERIOD

ACRN: TBS

contract type: COST PLUS AWARD FEE

Descriptive Data:

This CLIN is established to accumulate funds and for the payment of the award fee pool for each CPAF task order. The periods of performance are in accordance with the award fee plan attached hereto and identified as Attachment 4.

* NOTE: "TBS" - To Be Specified by Individual Orders Issued Hereunder

B7. OPTION AWARD TERM ORDERING PERIOD

In accordance with Section H17.b.(1) the ordering period may be extended. In the event the award term option of the contract is exercised, the above CLIN structure will be used, and modified, and the ordering period extended appropriately.

B8. Decentralized Ordering:

Orders pursuant to this contract may be placed by Federal Agencies other than DTRA/AMC. Federal Agencies other than DTRA/AMC desiring to place orders under this contract shall contact the Contracting Officer for approval. This approval shall be obtained for each order. Approval will be given with the understanding that evaluations in accordance with the award term provision will be required and evaluations in accordance with the award fee provisions may be required.

SECTION C
DESCRIPTION/SPECS/WORK STATEMENT

C1 INCORPORATED DOCUMENTS/REQUIREMENTS (APR 1998)

I. The work to be performed will be in accordance with the Statement of Objective (SOO) set forth in Attachment 1 as listed in Section J and as Stated in Section B of this contract. Specific work requirements will be identified in individual Task Orders.

II. The specific data requirements are identified in the Contract Data Requirements List (CDRL), are included herein as Exhibit A, as listed in Section J of this contract. Specific data deliverable requirements will be identified in individual Task Orders.

**SECTION D
PACKAGING AND MARKING**

D1. LOADING/ MARKING/ PACKAGING

The Contractor shall arrange for the loading, blocking and bracing of cargo into Government furnished International Standards Organization (ISO) containers, onto flatracks, or onto another conveyance (i.e., flatbed trailer or similar). All cargo shall be blocked and braced to minimize shifting and damage. The Contractor shall coordinate with the CTR carrier and arrange for responsible Original Equipment Manufacturers (OEMs) to download empty ISO containers, store until packed, and upload packed containers or loaded flat racks onto chassis conveyance. Arrangements for live load or overnight chassis drop-off and loading are made through the CTR Transportation Program Manager (703) 767-5961 or the Assistant Transportation Program Manager at (703) 767-5962.

The Contractor shall comply with all CTR Program requirements for marking, packaging, and documentation, as listed by CDRL's A001, A002 and A004 and explained in Section J, Exhibit A.

The Contractor shall provide marking for all equipment packaged at its facilities. The Contractor shall re-mark all improperly marked cargo when received.

The Contractor shall ensure that all rolling stock and flatrack-packed cargo has the required placards to facilitate delivery.

The Contractor shall ensure that a consolidated packing list is located on a placard attached to the equipment or inside the door of an ISO container shipment, and that individual packing lists are attached to both the exterior and interior of any overpack materials (including plastic wrapping, crates and cardboard containers). The packing list(s) shall identify the information as required by CDRL A004 and explained in Section J-Exhibit A. Terminology of Contractor's packing lists shall correspond to the terminology of the packing lists/commercial invoices, provided by OEM or equipment's vendor. Where possible, the original OEM packing lists/invoices shall accompany the Contractor's packing list.

Equipment and materials shall be packaged for shipment ensuring maximum utilization of the cargo containers' available space. All cargo shall be blocked and braced to minimize shifting and damage. Upon Freight Carrier receipt of the cargo, if the documentation, packing, condition or safety of any cargo is in question, the Freight Carrier shall request permission of DTRA Transportation Program Manager/Contracting Officer Representative and the responsible Administrative Contracting Officer (ACO) to open, repack and/or reseal. Should the Freight Carrier be required to perform such services, these costs will be documented, provided to the DTRA Contracting Officer and responsible CTR Project Manager, and assessed against the Contractor.

D2. CARGO CERTIFICATION REQUIREMENTS

All Bills of Lading, transportation, and customs documents prepared by the Contractor's packer will contain the following certification in both the English and the Russian languages: **"FOR DELIVERY TO _____ UNDER THE NUNN-LUGAR COOPERATIVE THREAT REDUCTION PROGRAM OF ASSISTANCE. (Spell out the Appropriate Agency under the CTR Program, e.g., THE RUSSIAN FEDERATION MINISTRY of DEFENSE). NOT FOR SALE OR COMMERCIAL PURPOSES"**. A copy of these documents shall be provided to the Carrier Contractor at the time of cargo pick-up.

D3. PACKAGING AND MARKING OF REPORTS AND DATA

The Contractor shall complete and deliver CDRL's A001, A002 and A004. The title of the document and Contract Number shall be displayed on the cover of all documentation. Placards and packing lists furnished hereunder shall be adequately sealed to prevent weather damage through the cargo's safe delivery at destination.

D-4. PROHIBITED PACKING MATERIAL

The use of asbestos, excelsior, newspaper, or shredded paper (all types including waxed paper, computer paper, and similar hydroscopic or non-neutral materials) is and shall remain prohibited.

**SECTION E
INSPECTION AND ACCEPTANCE**

**I. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES BY
REFERENCE**

- 52.246-01 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)
- 52.246-13 INSPECTION -- DISMANTLING, DEMOLITION, OR REMOVAL OF
IMPROVEMENTS (AUG 1996)
- 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

**THE FOLLOWING CLAUSES SHALL BE APPLICABLE TO FIXED-PRICE
TASK ORDER EFFORTS ONLY.**

- 52.246-2 INSPECTION OF SUPPLIES (AUG 1996)
- 52.246-4 INSPECTION OF SERVICES (AUG 1996)

**THE FOLLOWING CLAUSES SHALL BE APPLICABLE TO COST
REIMBURSEMENT TASK ORDER EFFORTS ONLY.**

- 52.246-3 INSPECTION OF SUPPLIES (APR 1984)
- 52.246-5 INSPECTION OF SERVICES (APR 1984)
- 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

**II. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT
CLAUSE BY REFERENCE**

- 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

III. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

E1 REQUIREMENTS FOR DATA ACCEPTANCE (FINAL DD FORM 250)

Final inspection and acceptance of all contractual items listed herein, in the individual Task Orders, and in the CDRLs (DD Form 1423) should be made by the Contracting Officer's Representative (COR) at destination.

E2 REQUIREMENTS FOR DATA ACCEPTANCE (PERIODIC DD FORM 250)

The Contractor shall prepare and submit a periodic DD Form 250 on a/a [TBD at Task Order level] basis collectively accounting for all completed Exhibit Line/Subline Items which called for submission of the data by letter of transmittal. Each periodic DD Form 250 shall include a list and an account of all data submitted by letter of transmittal and approved by the Government during the reporting period.

E3 RECEIVING REPORT (DD FORM 250) MAILING ADDRESS

(a) Submit original DD Form(s) 250 for all items deliverable under this contract (e.g. hardware, software, exhibit line items, status reports, services, etc.) to the following address:

DTRA/CT
8725 John J. Kingman Drive MSC 6201
Ft Belvoir, VA 22060-6201
ATTN: (Specified on Individual Task Orders)

(b) In addition, a copy of the DD Form 250 shall accompany each shipment for all deliverable items. Shipment addresses are specified in Section F of the schedule and/or on the Contract Data Requirements List of individual Task Orders.

(c) PROCESSING STATUS. Any inquiry as to the processing status of a DD Form 250 should be made to the following office: [TBD at each Task Order level].

**SECTION F
DELIVERIES OR PERFORMANCE**

I. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES BY REFERENCE

52.242-15 STOP WORK (Aug 1989)
52.242-15 STOP WORK (Aug 1989) - Alternate I
52.211-13 TIME EXTENSIONS (SEP 2000)
52.247-29 F.O.B. -- ORIGIN (JUN 1988)
52.247-34 F.O.B. DESTINATION (NOV 1991)

**THE FOLLOWING CLAUSE SHALL BE APPLICABLE TO FIRM FIXED
PRICE TYPE TASK ORDERS ONLY**

52.211-11 -- LIQUIDATED DAMAGES -- SUPPLIES, SERVICES, OR RESEARCH AND
DEVELOPMENT (SEPT 2000)

Para (a), Dollar amount is [TBD at Task Order level]

**THE FOLLOWING CLAUSE SHALL BE APPLICABLE TO TASK ORDER
TYPES OTHER THAN COST-PLUS-FIXED-FEE.**

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

Para (a), Dollar amount is [TBD at Task Order level]

F1 PERIOD OF PERFORMANCE

**Basic Contract Ordering Period/Period of Performance (Applicable to CLINs 0001
through 0007):**

Contract Ordering period shall commence upon receipt of a fully executed contract and continue through August 28, 2006. Contract period of performance shall commence upon receipt of a fully executed contract and may continue through August 28, 2007.

Option Award Term Period of Performance (If Option Award Terms Exercised):

Option Award Term Period of Performance shall commence at the end of the basic contract period of performance and continue for sixty (60) months thereafter.

F2 CONTRACT DELIVERIES

Specific delivery schedules for individual task orders will be defined in each Task Order.

**SECTION G
CONTRACT ADMINISTRATION DATA**

I. OTHER CONTRACT CLAUSES IN FULL TEXT

G1 ACCOUNTING AND APPROPRIATION DATA

Accounting and appropriation data will be set forth on individual task orders issued hereunder.

**B. THE FOLLOWING FULL TEXT CLAUSE SHALL BE APPLICABLE TO
COST-REIMBURSEMENT TASK ORDER EFFORTS ONLY.**

G2 INVOICE AND PAYMENT PROCESS (COST REIMBURSEMENT)

(a) A public voucher SF 1034, shall be submitted for each task order to the cognizant Defense Contract Audit Agency (DCAA) office pursuant to FAR 52.216-7 "Allowable Cost and Payment" clause. Copies (2) shall be forwarded concurrently to the Contracting Officer Representative (designated in the Individual Task Orders) for review. Under the provisions of FAR 42.803(b), the DCAA auditor, as the authorized representative of the Contracting Officer for examining vouchers received directly from contractors, will transmit provisionally approved vouchers to the cognizant disbursing office for payment.

(b) Those costs claimed, which are determined by the DCAA auditor to be unallowable or suspended, will be identified on DCAA Form 1 "Notice of Contract Costs Suspended and/or Disapproved," which will be issued to the contractor, with a copy to cognizant ACO and one to the Contracting Officer at DTRA/AMC. On such actions of suspended or disapproved costs, the contractor may appeal in writing to the cognizant ACO, who will make a determination promptly in writing. Any final decision by the Contracting Officer may be appealed thereafter in accordance with the provisions of the "Disputes" clause of the contract.

(c) (1) For purposes of Award Fee billing, submittal of the public voucher shall be accompanied by the modification authorizing payment of Award Fee dollars.

(2) For purposes of Base and Fixed Fee billing, payment shall be made in accordance with FAR 52.216-08 Fixed Fee.

**C. THE FOLLOWING FULL TEXT CLAUSE SHALL BE APPLICABLE TO
FIXED-PRICE TASK ORDER EFFORTS ONLY.**

G3 INVOICE AND PAYMENT PROCESS (FIXED-PRICE) (OCT 2000)

Fixed Price Task Order Invoices acceptance and payments will be accomplished in accordance with: FAR 52.232-1, Payments, FAR 52.232-16, Progress Payments, and DFARS 252.246-7000, Material Inspection and Receiving report.

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H1 CONTRACTOR-ACQUIRED PROPERTY

Subject to the provisions of the Government Property clause of this contract, the Contractor is authorized to acquire the following listed property:

PROPERTY:

TBD at Task Order level

H2 TITLE TO EQUIPMENT (GOVERNMENT)

Title to equipment having an acquisition cost of \$5,000 or more shall vest in the Government.

H3 52.216-18 -- ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Contract Award (Base Contract) through August 28, 2006.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

H4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$1B [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of \$2B [insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within 180 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

H5 MINIMUM/MAXIMUM ORDERING LIMITS

(a) This is an Indefinite Quantity contract as contemplated by FAR 16.504. The total scope of the technical tasks for which orders may be issued is set forth in paragraph 1.0 of the attached Statement of Objectives. The maximum dollar amount the Government may order under this program (sum of all awardee orders) is \$5,000,000,000.00; the minimum amount per awardee is \$500,000.00.

(b) The total maximum program value for this acquisition is \$5,000,000,000.00. The total dollar value of all orders placed on all contracts awarded will not exceed the total program value. The dollar amount of orders placed on any one contract cannot be determined in advance. However, current program estimates indicate that the Government will use the CTRIC to place orders totaling \$3B. Task orders will be placed in accordance with the terms of this solicitation.

(c) Notwithstanding FAR 52.216-19, Order Limitations (OCT 1995), if no orders are placed against this contract, the Contractor shall be paid the minimum guarantee of \$500,000.00 during the first five year ordering period.

H6 52.216-22 -- INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after August 28, 2007.

H7 ORDERING PROCEDURES

(a) All multiple award Contractors shall be provided a fair opportunity to be considered for each order pursuant to the procedures established in this clause, unless the Contracting Officer determines that:

(1) The agency's need for the supplies or services is so urgent that providing a fair opportunity to all Contractors would result in unacceptable delays;

(2) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;

(3) The order must be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity pursuant to the procedures in this clause to be considered for the original order; or

(4) It is necessary to place an order to satisfy a minimum guarantee.

(b) For requirements that meet the non-competitive requirements of paragraph (a), the Contracting Officer will issue a SOO or SOW depending on the requirement and a request for a complete, detailed proposal from one Contractor. The Contractor shall provide the Contracting Officer an original and copies (as specified) of a complete, detailed proposal. The proposal shall address:

(1) The comprehensive technical and management approach to accomplish the effort (to include a SOW if a SOO is issued with the RFP;

(2) Detailed cost or pricing in accordance with the instructions set forth in the Task Order RFP and FAR 15.403-5, table 15-2;

(3) Proposed schedule for completing the task order effort;

(4) Any other requested and/or pertinent information.

Upon proposal receipt, the Contracting officer and Technical Representative will evaluate the proposal, conduct discussions/negotiations if necessary and award the task order.

(c) For requirements that do not meet the requirements of paragraph (a), multiple award Contractors will be provided a fair opportunity to be considered for each order using the following procedures. The Contracting Officer may make deviations to this process due to unique circumstances as determined appropriate on individual requirements.

(1) Proposals will be requested from contractors using a Statement of Objectives (SOO) or Statement of Work (SOW).

(i) Statement of Objectives (SOO) - Contractor will perform in accordance with their proposed SOW that was developed in response to a Government-issued Statement of Objectives (SOO).

(ii) Statement of Work (SOW) - the Government will require the contractor to perform in accordance with a government-prescribed Statement of Work (SOW)

(2) Regardless of the procedures used, all proposals shall be submitted by the time specified in the Task Order Request for Proposal, and the Government reserves the right to award orders without discussions. For competitive actions, unsuccessful offerors will be notified in accordance with FAR 15.503(b). The two processes for competitive actions are as follows:

(A) Competitive - Streamlined Proposal

(i) The Government shall issue all or a limited number of CTRIC Contractors a Statement of Objectives (SOO) that describes the overall Task Order performance requirement or a Statement of Work (SOW) developed by the Government describing specific work and data items required, anticipated performance period, and critical milestones.

(ii) Top-Level Work Plan - Based on the SOO or SOW, the Contractors provide Top-level Work Plans (estimated response time is 5 working days) that shall include the following information:

1) Executive Summary Work Plan. Maximum 5 pages, outlining the Contractors concept of approach to satisfy the government's technical and performance requirements.

2) Rough Order of Magnitude (ROM) Performance Estimate which includes the Contractor's total estimated ROM cost of the project with fee rate specified, the estimated period of performance, labor skill mix with the estimate of hours to complete the task and all other cost factors, i.e. materials, subcontracts, etc.

(iii) The Government will evaluate the Top-level Work Plans, the contractor's past performance on this and other contracts, and the ROM.

(iv) Based on the evaluation, a selected contractor will be requested to submit an original and copies (as specified) of a complete, detailed proposal. The proposal shall address:

- 1) The comprehensive technical and management approach to accomplish the effort (to include a SOW if a SOO is issued with the RFP);
- 2) Detailed cost or pricing in accordance with the instructions set forth in the Task Order RFP and FAR 15.403-5, table 15-2;
- 3) Proposed schedule for completing the task order effort;
- 4) Any other requested and/or pertinent information.

(v) Upon proposal receipt, the Contracting Officer and Technical Representatives will evaluate the submission, conduct discussions/negotiations if necessary and award the task order.

(B) Competitive - Full Proposal

(i) The Government shall issue all or a limited number of CTRIC Contractors a Statement of Work (SOW) developed by the Government describing specific work and data items required, anticipated performance period, critical milestones or a Statement of Objectives (SOO) that describes the overall task order performance requirement.

(ii) The Contractors shall provide the Contracting Officer an original and copies (as specified) of a complete, detailed proposal as outlined in paragraph (c)(3)(iv) above.

(iii) Upon proposal receipt, the Contracting Officer and Technical Representatives will review all proposals, conduct discussions if determined necessary by the Contracting Officer, and make award to the offeror proposing the best overall value to the government.

(d) During the evaluation of the Top-Level Work Plans or Full Proposals described in paragraph (c), the Government review will consider the factors listed below. These factors are listed in their order of importance. Contractor selection will be based on an integrated assessment of all the consideration factors.

(1) Specific technical and/or management capabilities

(2) Contractor performance on prior Task Orders (Contractors with no prior task order performance will receive a neutral rating.)

(i) Cost control

(ii) Quality of work

(iii) Customer satisfaction

(iv) Compliance with law/regulation

(3) On-site availability/In-country continuity

(4) Cost

(e) Under the provisions of the Federal Acquisition Streamlining Act of 1994, 10 U.S.C. 2304 (c) (Public Law 103-355), a protest is not authorized in connection with the issuance or proposed issuance of an individual Task Order except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract under which the order is issued.

(f) For this contract, the designated Task Order ombudsman is Mr. William K. Sims, DTRA/AMM, (703) 767-5764. The Task Order ombudsman is responsible for reviewing complaints from multiple award Contractors and ensuring that all of the Contractors are afforded a fair opportunity to be considered for Task Orders consistent with procedures in the contract. However, it is not within the designated Task Order contract ombudsman's authority to prevent the issuance of an order or disturb an existing order.

(g) This clause does not guarantee the Contractor issuance of any Task Order above the minimum guarantees stated in H5 of this contract.

H8 INCORPORATION OF SECTION K

Section K of the solicitation is hereby incorporated by reference.

H9 IMPLEMENTATION OF DISCLOSURE OF INFORMATION

In order to comply with DFARS 252.204-7000, Disclosure of Information, copies of any information to be released must be submitted to the address below for security and policy review and clearance 45 days prior to the scheduled release date:

(a) One (1) copy to: Office of Public Affairs, DTRA/PA, 8725 John J. Kingman Drive
MSC 6201 Ft Belvoir, VA 22060-6201

(b) One (1) copy to: Contracting Officer, [TBD at Task Order level]

(c) One (1) copy to: CTRIC Program Manager

(d) One (1) copy to: Task Order Manager, [TBD at each Task Order Level]

H10 SOLICITATION NUMBER

Solicitation Number: DTRA01-01-R-0015

H11 TEAMING ARRANGEMENTS

(a) This contract was awarded from an offer submitted on the basis of a teaming arrangement (signed teaming arrangements and/or Letter of Commitment), the Government's consideration of the Contractor for placement of task orders will reflect the teaming arrangement. In the event that the teaming arrangement is dissolved or significantly changed, the Government reserves the right to reconsider the suitability of the changed arrangements for purposes of issuing task orders.

(b) Should it become advantageous to deviate from the initial teaming arrangement, the Contractor shall request approval from the Contracting Officer before making such arrangements.

(c) This does not authorize Contractor team arrangements in violation of antitrust statutes or limit the Government's right to require consent to subcontract. The prime Contractor is held fully responsible for contract performance, regardless of any teaming arrangement between the prime Contractor and its subcontractors.

(d) Notwithstanding the above teaming arrangements and issues relating to consent, all teaming arrangement (subcontract) pricing must be supported in accordance with FAR 15.404-3. Subcontract cost and pricing data, as appropriate, should be presented in task order proposals.

(e) The Government will not recognize exclusive teaming arrangements between U.S. Contractors and host nation subcontractors who are the only host nation authorized performers. (i.e. If the only Ministry of Defense (MoD) approved company (Ukrainian Company XYZ) and U.S. Company ABC have a teaming arrangement, DTRA will not recognize this if it is an exclusive arrangement. Non-exclusive arrangements with these subcontractors is acceptable.)

(f) The following subcontractors were evaluated during source selection and are considered to be team members. It is not necessary to compete these subcontractors at the Task Order level. Subcontract costs must still be determined to be fair and reasonable against each individual Task Order issued.

Fluor; EG&G; Energotech, LLC; Alliant Echsyste.ms; Inc.; Defence Systems Euarasia Limited; MP Julia; GPO Votkinski Zavod

H12 DD FORM 1423-1

a. All technical data and identified administrative reports contractually required at the Task Order level shall be supplied in accordance with attached CDRL.

b. The offeror may propose, at the Task Order level, alternative offers which recommend substitutions or eliminations of the stated requirements. Substantiate each recommendation and describe the projected savings that would result by accepting the alternative offer.

H13 FIRM-FIXED-PRICE TASK ORDER COST

In Firm-Fixed-Price task orders the cost for labor, materials, communication, subcontracting, travel and other direct cost items shall be included in the line item for the basic service. Negotiation and agreement on total price to the government for the effort specified shall constitute the Firm-Fixed-Price for the task order. The Contractor shall be obligated to perform the effort specified in the task order.

H14 TASK ORDER FEE

In Cost Plus Award Fee task orders, the Contractor may propose a fee structure. With exceptions allowed only by the Contracting Officer, the following fee structure shall be the maximum fee structure allowed under any award fee type task order issued under this contract: Base Fee 0%; Award Fee 10%. Task order requests for proposal may include more defined fee structure information. In Cost Plus Fixed Fee task orders the Contractor may propose a fee in accordance with FAR 15.404-4(c)(4)(i).

H15 TRAVEL

- a. Reimbursement for travel-related expenses shall be in accordance with FAR 31.205.46.
- b. In connection with direct charge to the contract of travel-related expenses, the contractor shall hold travel to the minimum required to meet the objectives of this contract, and substantial deviations from the amount of travel agreed during contract negotiation shall not be made without the authorization of the contracting officer. When practicable, the contractor shall notify the COR of proposed travel of an employee.
- c. Approval of the Contracting Officer shall be obtained in advance for attendance by personnel at training courses, seminars and other meetings not directly related to contract performance.
- d. All foreign travel shall be authorized and approved in advance. Request for such travel must be submitted at least 45 days in advance of the traveler's anticipated departure date and shall include the traveler's itinerary on United States Flag Air Carriers in the form of a spreadsheet (see Attachment 3). The spreadsheet shall be submitted electronically to the following: DTRA contract specialist, DTRA Contracting Officer, DTRA COR, DCMA ACO, and DCMA Contract Administrator. Unless the Contractor is advised to the contrary within 10 days by any of the aforementioned U.S. Government representatives, Contractor may assume approval. The Contractor is responsible for maintaining copies of all electronic and written records for any subsequent Government audit.

H16 EQUIPMENT AND SERVICES ACCOUNTIBILITY (FOR AUDIT & EXAMINATION)

CTR must track equipment and services to ensure that they are used for the intended purpose. Contractors must maintain a Master Equipment List (MEL) that includes all equipment and systems organized by:

- WBS project number,
- description,
- location,
- serial number,
- equipment identification number,
- quantity,
- model number,
- unit cost,
- project descriptor, and
- remarks

The MEL is required for all Contractor Furnished Equipment (CFE), equipment transferred between projects, broken and obsolete equipment, and items purchased in-country. Each item of equipment and system must be reported to the Government through the MEL within seven days of change of status such as purchase, transfer, breakdown or obsolescence. The MEL must be updated on a weekly basis to ensure that all information is "near real time."

The MEL output must be delivered monthly electronically (internet, e-mail or floppy disc) in a Microsoft Excel for Windows spreadsheet format. CDRL -A003 provides detailed formatting instructions.

H17 AWARD FEE/TERM PROCESSES

a. Award Fee.

(1) General. Task Orders may be structured as cost plus award fee. The award fee will be evaluated and awarded on a Task Order basis and provided to the contractor through modifications to the appropriate Task Order(s). The award fee earned and payable will be determined by the Fee Determining Official based upon a review of the contractor's performance against the criteria set forth in the Award Fee and Award Term Plan and the requirements of the Task Order. Each CTRIC awardee performing one or more Task Orders containing award fee provisions will receive fee determinations two times each year. Formal award fee evaluations will be made only at the end of the award fee periods. Interim evaluations will not be used. This does not preclude the Government from normal contract monitoring activities and performance discussions with the contractor at any time.

(2) Award Fee Period. The normal award fee period will be six months, ending on the last day of March and September of each year. Depending on when a Task Order is awarded, the first award fee period may be less than six months, but will not be reduced to less than three months. Therefore a Task Order's first award fee period will end three to nine months following Task Order award. A Task Order's last award fee period will be adjusted to coincide with the end of the Task Order's period of performance, but the evaluation will occur during the next regular semiannual Award Review Board meeting. Each award fee Task Order will include the schedule for its award fee periods.

(3) Available Award-Fee Amount. The amount of the award fee pool will be identified in each Task Order containing award fee provisions. Absent a unique situation, the contracting officer will determine the available award fee pool for each evaluation period based upon actual

expenditures during the award fee period. The award fee earned will be paid based on the contractor's performance during each evaluation period. Any unearned fees shall not be carried forward to subsequent award fee periods.

(4) Evaluation Criteria. The Award Fee and Award Term Plan, Attachment 4 to this contract, contains the evaluation criteria. If the Contracting Officer does not give specific notice in writing to the contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the subsequent award fee evaluation period. Changes affecting the current evaluation period must be by mutual agreement of both parties.

b. Award Term

(1) General. The initial five-year ordering period may be unilaterally extended on the basis of contractor performance. None or one extension may be issued. When awarded, a five year extension will be issued resulting in a total contract ordering period of ten years from the date of award. The award term will be evaluated and awarded on the overarching ID/IQ contract. Any contract term extension, based on points earned, will be reflected in unilateral contract modifications. The award term earned will be determined by the Term Determining Official based upon review of the contractor's performance against the criteria set forth in the Award Fee and Award Term Plan. Each CTRIC awardee performing one or more Task Orders will receive award term evaluations one time each year. Formal award term evaluations will be made only at the end of the award term periods. Interim evaluations will not be used. This does not preclude the Government from normal contract monitoring activities and performance discussions with the contractor at any time.

(2) Award Term Period. The normal award term evaluation period will be twelve months, ending on the last day of September of each year. Depending on when an awardee receives its first Task Order, the first award term evaluation period may be less than twelve months, but will not be reduced to less than three months. Therefore the first award term evaluation period for any contractor will end three to fifteen months following their first Task Order award. The final award term evaluation period will end 30 September 2005. This will allow the government sufficient time to conduct the Award Review Board and issue contract modification(s) prior to expiration of the basic contract.

(3) Available Award Term Points. The earned award term points will be based on the contractor's performance during each evaluation period the awardee has active task order(s). Each awardee performing a Task Order under this contract will be eligible to earn one hundred points during each award term evaluation period. Awardees that accumulate points totaling 80% of their eligible maximum (based on the number of periods the awardee has active task order(s)) will receive a five-year term extension beyond the five-year base period. The following table provides a breakout of points available and points required to receive the award term extension.

PART I - THE SCHEDULE
SECTION H - SPECIAL CONTRACT REQUIREMENTS

Number of periods a CTRIC awardee has active Task Order(s)	Maximum award term points available	Points required to receive five-year award term
1	100	80
2	200	160
3	300	240
4	400	320

(4) Evaluation Criteria. The Award Fee and Award Term Plan, Attachment 4 to this contract, contains the evaluation criteria. If the Contracting Officer does not give specific notice in writing to the contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the subsequent award fee evaluation period. Changes affecting the current evaluation period must be by mutual agreement of both parties.

(5) Disputes. All TDO decisions regarding the award term, if any, the methodology used to calculate the award term, the contractor's entitlements to the award term, and the nature and success of the contractor's performance, shall not be subject to the "Disputes" Clause nor reviewed by and Board of Contract Appeal (BCA), court, or other judicial entity.

H18 SPECIAL NOTICE

Under no circumstances shall the contractor 1) procure or enter into any contract for the procurement of any goods, technology or services, 2) provide any assistance or obligate funds for such purpose, and 3) import into the United States any goods, technology, or services produced or provided by the following three (3) entities, their subunits and successors:

- 1) D. Mendeleev University of Chemical Technology of Russia (including at 9 Miusskaya Sq. Moscow 125047, Russia)
- 2) Moscow Aviation Institute (MAI) (including at 4 Volokolamskoye Shosse, Moscow 125871, Russia)
- 3) The Scientific Research and Design Institute of Power Technology (aka NIKIET, Research and Development Institute of Power Engineering)

H19 EXCERPTS FROM RELEVANT AGREEMENTS BETWEEN THE UNITED STATES AND UZBEKISTAN

(a) Implementing Agreement between the Department of Defense of the United States of America and the Ministry of Defense of the Republic of Uzbekistan dated June 27, 1997, Article IV, Requirements Related to Assistance.

"3. The Ministry of Defense of the Republic of Uzbekistan shall, in respect of legal proceedings and claims, other than contractual claims, hold harmless and indemnify the Department of Defense of the United States of America and its personnel, contractors, and contractor's personnel, for damage to property, or death or injury to any persons in the Republic of Uzbekistan, arising out of activities under this Agreement."

(b) Umbrella Agreement between the Government of the United of America and the Government of the Republic of Uzbekistan dated March 1, 1994, Article I, Taxes And Other Charges.

"(a) Commodities, supplies or other property provided or utilized in connection with United States assistance programs may be imported into, exported from, or used in Uzbekistan free from any tariffs, dues, customs duties, import taxes, and other similar taxes or charges imposed by Uzbekistan, or any subdivision thereof.

(b) Any United States Government or United States private organization that has responsibility for implementing United States assistance programs, and any personnel of such private organization who are not nationals of or ordinarily resident in Uzbekistan and that are present in Uzbekistan in connection with such programs, shall be exempt from (1) any income, social security or other taxes imposed by Uzbekistan, or subdivision thereof, regarding income received in connection with the implementation of United States assistance programs, and (2) the payment of any tariffs, dues, customs duties, import taxes, and other similar taxes or charges upon personal or household goods imported into, exported from, or used in Uzbekistan for the personal use of such personnel or members of their families. Personnel of any such United States Government or United States private organization shall not be required to pay visa fees or any other fees in connection with their entry into or exit from Uzbekistan.

(c) The access and movement of aircraft and vessels operated by or for the Government of the United States of America in connection with United States assistance programs in Uzbekistan shall be free of landing fees, navigation charges, port charges, tolls and similar charges by Uzbekistan, or any subdivision thereof."

H20 EXCERPTS FROM AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND UKRAINE CONCERNING ASSISTANCE TO UKRAINE IN THE ELIMINATION OF STRATEGIC NUCLEAR ARMS, AND THE PREVENTION OF PROLIFERATION OF WEAPONS OF MASS DESTRUCTION.

"ARTICLE VI

(1) Ukraine shall, in respect of legal proceedings and claims, other than contractual claims, hold harmless and bring no legal proceedings against the United States of America and personnel, contractors, and contractors' personnel of the United States of America, for damage or loss of property owned by Ukraine, or death or injury to any personnel of Ukraine, arising out of activities related to work under this Agreement.

(2) Claims, other than contractual claims, by third parties for deaths, injuries, damages, or loss of property in Ukraine, arising out of the acts or omissions of any employees of the

United States of America related to work under this Agreement, shall be the responsibility of Ukraine.

(3) The provisions of this Article shall not prevent the Parties from providing compensation in accordance with their national laws.

ARTICLE VIII

(1) The United States of America, its personnel, contractors, and contractors' personnel shall be exempt from liability, in connection with activities under this Agreement, for payment of any tax or similar charges assessed on the territory of Ukraine.

(2) The United States of America, its personnel, contractors, and contractors' personnel may import into Ukraine any material which is required to implement this Agreement, and may export this same material out of Ukraine. The United States of America, its personnel, contractors, and contractors' personnel may also acquire in Ukraine and export any material which the Parties agree is required to implement this Agreement. All such imported and exported material shall not be subject to licensing, or other restrictions, customs fees, taxes, or all types of other charges assessed on the territory of Ukraine, and at entry, shall be free of customs inspections.

(3) The obligations of Ukraine under this Article shall remain in force for the duration of this Agreement, and for the period of time thereafter required for the completion in the shortest possible time of activities initiated under this Agreement."

H21 . EXCERPTS FROM UMBRELLA AGREEMENT (RUSSIA)

a. The Agreement between the United States of America and Russia Concerning the Safe and Secure Transportation, Storage and Destruction of Weapons and the Prevention of Weapons Proliferation, signed 16 June 1999, is hereby incorporated by reference.

b. Pertinent excerpts are as follows.

ARTICLE VII

1. The Russian Federation shall, in respect of legal proceedings and claims, other than contractual claims, hold harmless and bring no legal proceedings against the United States of America and personnel, contractors, and contractor's personnel of the United States of America, for damage to property owned by the Russian Federation, or death or injury to any personnel of the Russian Federation, arising out of activities pursuant to this Agreement.

2. Claims by third parties, arising out of the acts or omissions of any employees of the United States of America or contractors or contractors' personnel of the United States of America done in the performance of official duty, shall be the responsibility of the Russian Federation.

3. The provisions of this Article shall not prevent the Parties from providing compensation in

accordance with their national laws.

4. The Parties may consult, as appropriate, on claims and proceedings under this Article.
5. Nothing in this Article shall be construed to prevent legal proceedings or claims against nationals of the Russian Federation or permanent residents of the Russian Federation.

ARTICLE X

1. The United States of America, its personnel, contractors, and contractors' personnel shall not be liable to pay any tax or similar charge by the Russian Federation or any of its instrumentalities on activities undertaken in accordance with this Agreement.
2. The United States of America, its personnel, contractors, and contractors' personnel may import into, and export out of, the Russian Federation any equipment, supplies, material or services required to implement this Agreement. Such importation and exportation of articles or services shall not be subject to any license, other restrictions, customs, duties, taxes or any other charges or inspections by the Russian Federation or any of its instrumentalities.

ARTICLE XI

In the event that a Party awards contracts for the acquisition of articles and services, including construction, to implement this Agreement, such contracts shall be awarded in accordance with the laws and regulations of the Party. Acquisition of articles and services in the Russian Federation by or on behalf of the United States of America in implementing this Agreement shall not be subject to any taxes, customs, duties or similar charges by the Russian Federation or its instrumentalities.

H22 EXCERPTS FROM THE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF KAZAKHSTAN CONCERNING THE DESTRUCTION OF SILO LAUNCHERS OF INTERCONTINENTAL BALLISTIC MISSILES, EMERGENCY RESPONSE, AND THE PREVENTION OF PROLIFERATION OF NUCLEAR WEAPONS

ARTICLE VII

1. The Parties waive any and all claims against each other for damage to property owned by each party, or death or injury to any military personnel or civilian government personnel of either Party, arising out of any activities in the Republic of Kazakhstan related to this Agreement. Pursuant to this Agreement, the United States of America plans, to the maximum extent feasible, to avoid activities in the Republic of Kazakhstan which might give rise to damage to or loss of property, or death or injury to personnel.

2. Any and all claims by third parties arising out of any activities in the Republic of Kazakhstan related to this Agreement, other than those claims by citizens of the United States of America, shall be the responsibility of the Republic of Kazakhstan.

3. The provisions of paragraphs 1 and 2 of this Article shall not prevent the Parties from providing compensation in accordance with their national laws.

ARTICLE IX

1. The United States of America, its military personnel and civilian government personnel, contractors, and contractors' personnel shall not be liable in any tax, fee, or similar charge imposed by national and local authorities, pursuant to any law or regulation of the Republic of Kazakhstan.

2. The United States of America, its military personnel and civilian government personnel, contractors, and contractors' personnel may import into the Republic of Kazakhstan any materials required to implement this Agreement. Such importation of materials shall not be subject to any license, other restrictions, tariffs, customs charges, duties, taxes, or any other charges imposed by national and local authorities, pursuant to the laws or regulations of the Republic of Kazakhstan. The exportation of this same material shall not be subject to any license, other restrictions, tariffs, customs, duties, taxes, or any other charges imposed by regulation of the Republic of Kazakhstan. For the importation and exportation of such material, the Republic of Kazakhstan shall ensure that simplified and prioritized customs procedures are applied.

3. The obligations of the Republic of Kazakhstan under this Article shall remain in force for the duration of this Agreement and for a period of time thereafter required for the completion of activities initiated under this Agreement.

ARTICLE XII

1. In the event that the United States of America awards contracts for the acquisition of material and services, including those related to construction, to implement this Agreement, such contracts shall be awarded in accordance with the laws and regulations of the United States of America. Acquisition of material and services in the Republic of Kazakhstan by or on behalf of the United States of America for implementing this Agreement shall not be subject to any fees, duties, additional taxed, or similar charges imposed by national and local authorities, pursuant to any law or regulation of the Republic of Kazakhstan.

2. The provisions of paragraph 1 of this Article shall not prevent the Republic of Kazakhstan from awarding, using its own funds, any contract for the acquisition of material and services in connection with activities to implement this Agreement in accordance with the laws and regulations of the Republic of Kazakhstan.

H23 PROPERTY/EQUIPMENT

Property/Equipment disposition matters will be defined in each task order.

H24 ORGANIZATIONAL CONFLICT OF INTEREST

a. In accordance with the Systems Engineering Technical Assistance (SETA) contracts currently administered by the DTRA, support contractors from the Agency (DTRA) will assist the Cooperative Threat Reduction program office in the award and administration of this contract. The contractors involved are:

Science Applications International Corporation (SAIC)
Logicon, Incorporated

b. Offerors are hereby advised that employees of the Threat Reduction Support Center (TRSC), operated by SAIC, and Logicon may serve as advisors to the Contracting Officer and Technical Representative for the award of task or delivery orders. Submission of an offer constitutes the offeror's express permission for the TRSC and Logicon employees to review technical, management and cost proposal information.

c. The contracts with the companies identified in subparagraph a. above include organizational conflict of interest clauses that require them to protect any data received and prohibits them from using the data for any purpose other than that for which it was presented.

d. The Government reserves the right to include an Organizational Conflict of Interest clause in Task Orders awarded under this contract.

H25 ENVIRONMENT, HEALTH, AND SAFETY

In the performance of Task Orders issued under this contract, awardees shall comply with all applicable environmental, health, and safety laws of the United States. Contract activity performed outside the United States shall also be performed in compliance with all applicable laws and regulations of the host nation with regard to the environment, health, and safety. In the event of conflict between US and host nation requirements, the Contractor shall comply with those which are more stringent.

H26 COMMUNICATIONS FORUM

a. The Government will hold a communications forum within 30-60 days after award of the contract. This forum will be held in the U.S. and will take the place of a post award conference. The Government intends to discuss information such as current program objectives, current program goals, contract/task order administration issues and other issues related to the program. Contract holders should come prepared to discuss issues of concern to them.

b. The Government will hold annual communications forums to provide current program objectives, goals and other issues related to CTRIC. The Government will use these occasions to

disseminate and gather lessons learned information and make adjustments to CTRIC contract administration processes and procedures. Contract holders should come prepared to discuss issues of concern to them. (Note that issues related to task order fair opportunity should be discussed with the Task Order Ombudsman and not at the communications forum.)

H27 Contractor Logistics Support

The Government will provide for Level 1 support (Letters of Verification, Transfers of Custody, Original Equipment Manufacturer visit support, warranty control, commissioning, and administrative support sufficient to allow transfer of the project material and the reporting of problems to the COR), via the Contractor Logistics Support (CLS) contract. CLS support beyond Level 1 will be determined with each task order.

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

**SECTION I
CONTRACT CLAUSES
FEDERAL ACQUISITION REGULATION
CLAUSES INCORPORATED BY REFERENCE**

The following clauses are included in the base contract by reference and may be selected for inclusion in individual task orders.

Key:

P or C = Provision or Clause

R = Required with Task Order Award

A = May be Required with Task Order Award

FP SUP = Fixed Price Supply

CR SUP = Cost Reimbursement Supply

FP SVC = Fixed Price Services

CR SVC = Cost Reimbursement Services

FP CON = Fixed Price Construction

CR CON = Cost Reimbursement Construction

DDR = Dismantling, Demolition or

Removal of Improvements

AE = Architect - Engineering

TRN = Transportation

SAP = Simplified Acquisition Procedures

Provision or Clause	Prescribed In	Date	FP SUP	CR SUP	FP SVC	CR SVC	FP CON	CR CON	DDR	A&E	TRN	SAP
52.202-1 Definitions.	2.201	Mar-01	R	R	R	R		R		R	R	
Alternate I	2.201	Mar-01					R		R	R		
52.203-3 Gratuities.	3.202	Apr-84	A	A	A	A	A	A	A	A	A	
52.203-5 Covenant Against Contingent Fees.	3.404	Apr-84	R	R	R	R	R	R	R	R	R	
52.203-6 Restrictions on Subcontractor Sales to the Government.	3.503-2	Jul-95	R	R	R	R	R	R	R	R	R	
52.203-7 Anti-Kickback Procedures.	3.502-3	Jul-95	R	R	R	R	R	R	R	R	R	
52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	3.104-9 (a)	Jan-97	R	R	R	R	R	R	R	R	R	
52.203-10 Price or Fee Adjustment for Illegal or Improper Activity.	3.104-9(b)	Jan-97	R	R	R	R	R	R	R	R	R	
52.203-12 Limitation on Payments to Influence Certain Federal Transactions.	3.808	Jun-97	R	R	R	R	R	R	R	R	R	
52.204-2 Security Requirements.	4.404(a)	Aug-96	A	A	A	A	A	A	A	A	A	A
Alternate I	4.404(b)	Apr-84			A							
Alternate II	4.404(c)	Apr-84					A	A		A		
52.204-4 Printed or Copied Double-Sided on Recycled Paper	4.303	Aug-00	A	A	A	A	A	A	A	A	A	
52.207-5 Option to Purchase Equipment	7.404	Feb-95	A	A	A	A	A	A	A	A	A	A
52.208-9 Contractor Use of Mandatory Sources of Supply.	8.003	Mar-96	A	A								A
52.209-3 First Article Approval-Contractor Testing	9.308-1 (a)(1) and (b)(1)	Sep-89	A	A								A
Alternate I	9.308-1(a)(2) and (b)(2)	Jan-97	A	A								A
Alternate II	9.308-2 (a)(3) and (b)(3)	Sep-89	A	A								A
52.209-4 First Article Approval-Government Testing.	9.308-2 (a)(1) and (b)(1)	Sep-89	A	A								A
Alternate I	9.308-2 (a)(1)and (b)(2)	Jan-97	A	A								A
Alternate II	9.308-2 (a)(1) and (b)(3)	Sep-89	A	A								A
52.209-6 Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment	9.409(b)	Jul-95	A	A	A	A	A	A	A	A	A	A
52.211-5 Material Requirements.	11.304	Aug-00	R	R								R
52.211-10 Commencement, Prosecution, and Completion of Work.	11.404 (b)	Apr-84					R					

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Alternate I	11.404 (b)	Apr-84					R					
52.211-12 Liquidated Damages- Construction.	11.503 (b)	Sep-00					A	A				A
52.211-13 Time Extensions	11.503 (c)	Sep-00					A	A				A
52.211-15 Defense Priority and Allocation Requirements.	11.604 (b)	Sep-90	A	A	A	A	A	A	A	A	A	A
52.211-18 Variation in Estimated Quantity.	11.703 (c)	Apr-84					A					A
52.213-1 Fast Payment Procedure.	13.404	Feb-98	A									A
52.213-2 Invoices.	13.302-5 (b)	Apr-84										A
52.213-3 Notice To Supplier.	13.302-5 (c)	Apr-84										A
52.213-4 Terms and Conditions Simplified Acquisitions (Other Than Commercial Items).	13.302-5(d)	Mar-01										A
52.215-2 Audit and Records- Negotiations.	15.209 (b)(1)	Jun-99	A	A	A	A	A	A	A	A	A	
Alternate II	15.209 (b)(3)	Jan-97		A		A		A				
Alternate III	15.209 (b)(4)	Apr-98	A	A	A	A	A	A	A	A	A	
52.215-8 Order of Precedence-Uniform Contract Format.	15.209 (h)	Oct-97	A	A	A	A	A	A	A	A	A	
52.215-9 Changes or Additions to Make- or-Buy Program.	15.408 (a)	Oct-97	A	A			A	A	A	A	A	
52.215-10 Price Reduction for Defective Cost or Pricing Data.	15.408 (b)	Oct-97	A	A	A	A	A	A	A	A	A	
52.215-11 Price Reduction for Defective Cost or Pricing Data--Modifications.	15.408 (c)	Oct-97	A	A	A	A	A	A	A	A	A	
52.215-12 Subcontractor Cost or Pricing Data.	15.408 (d)	Oct-97	A	A	A	A	A	A	A	A	A	
52.215-13 Subcontractor Cost or Pricing Data-Modifications.	15.408 (e)	Oct-97	A	A	A	A	A	A	A	A	A	
52.215-14 Integrity of Unit Prices.	15.408 (f)(1)	Oct-97	A	A	A	A	A	A	A	A	A	
Alternate I	15.408 (f)(2)	Oct-97	A	A	A	A	A	A	A	A	A	
52.215-15 Pension Adjustments and Asset Reversions.	15.408 (g)	Dec-98	A	A	A	A	A	A	A	A	A	
52.215-16 - Facilities Capital Cost of Money	15.408(h)	Oct-97	A	A	A	A	A	A	A	A	A	
52.215-17 Waiver of Facilities Capital Cost of Money.	15.408 (i)	Oct-97	A	A	A	A	A	A	A	A	A	
52.215-18 Revision or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	15.408(j)	Oct-97	A	A	A	A	A	A	A	A	A	
52.216-4 Economic Price Adjustment-- Labor and Material	16.203-4 (c)	Jan-97	A		A		A		A	A		
52.216-5 Price Redetermination - Prospective.	16.205-4	Oct-97	A		A		A		A	A	A	
52.216-6 Price Redetermination- Retroactive.	16.206-4	Oct-97	A		A		A		A	A	A	
52.216-7 Allowable Cost and Payment.	16.307 (a)	Mar-00		A		A		A	A	A	A	
Alternate I	16.307-(a)(2)	Feb-97					A	A				
52.216-8 Fixed Fee.	16.307 (b)	Mar-97		A		A			A	A	A	
52.216-9 Fixed Fee-Construction.	16.307 (c)	Mar-97						A				
52.216-26 Payments of Allowable Costs Before Definitization.	16.603-4(c)	Mar-00		A		A		A	A	A		
52.217-6 Option for Increased Quantity.	17.208 (d)	Mar-89	A	A				A	A	A	A	

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52.217-7 Option for Increased Quantity-Separately Priced Line Item.	17.208 (e)	Mar-89	A	A				A	A	A		
52.217-8 Option to Extend Services.	17.208 (f)	Nov-99			A	A					A	
52.217-9 Option to Extend the Term of the Contract.	17.208 (G)	Mar-00	A	A	A	A	A	A	A	A	A	
52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns.	19.1308(b)	Jan-99										
52.219-23 Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.	19.1104	Mar-01										
52.222-2 Payment for Over time Premiums.	22.103-5 (b)	Jul-90		A		A		A	A	A	A	
52.222-21 Prohibition of Segregated Facilities.	22.810(a)(1)	Feb-99	A	A	A	A	A	A	A	A	A	A
52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity.	22.810 (b)	Feb-99					A	A				A
52.222-26 Equal Opportunity.	22.810 (e)	Feb-99	A	A	A	A	A	A	A	A	A	A
Alternate I	22.810 (e)	Feb-99	A	A	A	A	A	A	A	A	A	A
52.222-27 Affirmative Action Compliance Requirements for Construction.	22.810 (f)	Feb-99					A	A				A
52.222-29 Notification of Visa Denial.	22.810 (h)	Feb-99	A	A	A	A	A	A	A	A	A	A
52.223-3 Hazardous Material Identification and Material Safety Data.	23.303	Jan-97	A	A	A	A	A	A	A	A	A	A
Alternate I	23.303(b)	Jul-95	A	A	A	A	A	A	A	A	A	A
52.225-8 Duty-Free Entry.	25.1101(e)	Feb-00	A	A								A
52.225-13 Restrictions on Certain Foreign Purchases.	25.1103(a)	Jul-00	R	R	R	R	R	R	R	R	R	R
52.225-14 Inconsistency Between English Version and Translation of Contract.	25.1103(b)	Feb-00	A	A	A	A	A	A	A	A	A	A
52.225-15 Sanctioned European Union Country End Products.	25.1103(c)	Feb-00	A	A								A
52.225-16 Sanctioned European Union Country Services.	25.1103(c)	Feb-00			A	A	A	A	A	A	R	A
52.227-9 Refund of Royalties.	27.206-2	Apr-84	A		A		A		A			
52.227-11 Patent Rights--Retention by the Contractor (Short Form).	27.303 (a)	Jun-97	A	A	A	A	A	A	A	A		
Alternate I	27.303 (a)(3)	Jun-89	A	A	A	A	A	A	A	A		
Alternate II	27.303 (a)(3)	Jun-89	A	A	A	A	A	A	A	A		
52.227-12 Patent Rights--Retention by the Contractor (Long Form).	27.303 (b)	Jan-97	A	A	A	A	A	A	A	A		
Alternate I	27.303 (b)(2)	Jun-89	A	A	A	A	A	A	A	A		
Alternate II	27.303 (b)(2)	Jun-89	A	A	A	A	A	A	A	A		
52.227-13 Patent Rights- Acquisition by the Government.	27.303 (c)	Jan-97	A	A	A	A	A	A	A	A		
Alternate I	27.303 (c)(3)	Jun-89	A	A	A	A	A	A	A	A		
Alternate II	27.303 (c)(3)	Jun-89	A	A	A	A	A	A	A	A		
52.227-16 Additional Data Requirements.	27.409 (h)	Jun-87										A
52.227-17 Rights in Data-Special Works.	27.409 (i)	Jun-87	A	A	A	A	A	A		A		A
52.227-18 Rights in Data-Existing Works.	27.409 (j)	Jun-87	A	A	A	A				A		A

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52.227-19 Commercial Computer Software- Restricted Rights	27.409 (k)	Jun-87	A		A							A
52.227-23 Rights to Proposal Data (Technical).	27.409 (s)	Jun-87	A	A	A	A	A	A	A	A	A	A
252.227-7024 - Notice and Approval of Restricted Designs	227.7107-3	Apr-84	A	A	A	A	A	A	A	A	A	A
252.227-7034 - Patents - Subcontracts	227.304-4	Apr-84	A	A	A	A	A	A	A	A	A	A
52.228-1 Bid Guarantee.	28.101-2	Sep-96	A	A	A	A	A	A	A	A	A	A
52.228-2 Additional Bond Security.	28.106-4	Oct-97	A	A	A	A	A	A	A	A	A	A
52.228-3 Workers' Compensation Insurance (Defense Base Act).	28.309(a)	Apr-84			A	A	A	A	A	A		
52.228-4 Workers' Compensation and War-Hazard Insurance Overseas.	28.309(b)	Apr-84			A	A	A	A	A	A		
52.228-7 Insurance-Liability to Third Persons.	28.311-1	Mar-96		A		A						
52.228-8 Liability and Insurance- Leased Motor Vehicles	28.312	May-99										A
52.228-9 Cargo Insurance.	28.313 (a)	May-99									A	A
52.228-10 Vehicular and General Public Liability Insurance.	28.313 (b)	Apr-84									A	
52.228-11 Pledges of Assets	28.203-6	Feb-92	A	A	A	A	A	A	A	A	A	A
52.228-12 Prospective Subcontractor Requests for Bonds.	28.106-4(b)	Oct-95					A	A	A			
52.228-13 Alternative Payment Protections.	28.102-3(b)	Jul-00					A	A	A			
52.228-14 Irrevocable Letter of Credit.	28.204-4	Dec-99	A	A	A	A	A	A	A	A	A	A
52.228-15 Performance and Payment Bonds- Construction.	28.102-3(a)	Jul-00					A	A	A			
52.228-16 Performance and Payment Bonds-Other Than Construction	28.103-4	Jul-00	A	A	A	A				A	A	
Alternate I	28.103-4	Jul-00	A	A	A	A				A	A	
52.229-3 Federal, State, and Local Taxes.	29.401-3	Jan-91	A		A		A		A	A	A	
52.229-4 Federal, State, and Local Taxes (Noncompetitive Contract).	29.401-4	Jan-91	A		A		A		A	A	A	
52.229-5 Taxes-Contracts Performed in U.S. Possessions or Puerto Rico.	29.401-5	Apr-84	A		A		A		A	A	A	
52.229-6 Taxes-Foreign Fixed-Price Contracts.	29.402-1(a)	Jan-91	A		A		A		A	A	A	
52.229-8 Taxes-Foreign Cost-Reimbursement Contracts.	29.402-2(a)	Mar-90		A		A		A	A	A	A	
52.229-10 State of New Mexico Gross Receipts and Compensating Tax.	29.401-6(b)	Oct-88	A	A	A	A	A	A	A	A	A	
52.230-2 Cost Accounting Standards.	30.201-4(a)	Apr-98	A	A	A	A	A	A	A	A	A	
52.230-3 Disclosure and Consistency of Cost Accounting Practices.	30.201-4(b)(1)	Apr-98	A	A	A	A	A	A	A	A	A	
52.230-4 Consistency in Cost Accounting Practices.	30.201-4(c)	Aug-92	A	A	A	A	A	A	A	A	A	
52.230-6 Administration of Cost Accounting Standards.	30.201-4(d)	Nov-99	A	A	A	A	A		A	A	A	
52.232-1 Payments	32.111 (a)(1)	Apr-84	R		R							A
52.232-3 Payments under Personal Services Contracts.	32.111 (a)(3)	Apr-84			A	A						

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52.232-4 Payments under Transportation Contracts and Transportation-Related Services Contracts.	32.111 (a)(4)	Apr-84									R	A
52.232-5 Payments under Fixed-Price Construction Contracts.	32.111(a)(5)	May-97					R					
52.232-6 Payment under Communication Service Contracts with Common Carriers.	32.111 (a)(6)	Apr-84										A
52.232-8 Discounts for Prompt Payment.	32.111 (c)(1)	May-97	A		A							A
52.232-9 Limitation on Withholding of Payments.	32.111 (c)(2)	Apr-84	A	A	A	A						
52.232-10 Payments under Fixed- Price Architect- Engineering Contracts.	32.111 (d)(1)	Aug-87								A		
52.232-11 Extras	32.111 (d)(2)	Apr-84	A		A						A	A
52.232-16 Progress Payments.	32.502-4 (a)	Mar-00	A		A		A	A		A	A	
Alternate I	32.502-4 (b)	Mar-00	A		A		A	A		A	A	
Alternate III	32.502-4(d)	Aug-87	A		A		A	A		A	A	
52.232-17 Interest.	32.617 (a) &(b)	Jun-96	A	A	A	A	A	A	A	A	A	
52.232-18 Availability of Funds.	32.705-1 (a)	Apr-84	A	A	A	A	A	A	A	A	A	A
52.232-19 Availability of Funds for the Next Fiscal Year.	32.705-1 (b)	Apr-84			A	A						
52.232-20 Limitation of Cost.	32.705-2 (a)	Apr-84		A		A			A		A	
52.232-22 Limitation of Funds.	32.705-2 (c)	Apr-84		A		A			A		A	
52.232-23 Assignment of Claims.	32.806 (a)(1)	Jan-86	A	A	A	A	A	A	A	A	A	A
Alternate I	32.806 (a)(2)	Apr-84	A	A	A	A	A	A	A	A	A	A
52.232-24 Prohibition of Assignment of Claims.	32.806 (b)	Jan-86	A	A	A	A	A	A	A	A	A	A
52.232-25 Prompt Payment.	32.908 (c)	Mar-01	A	A	A	A	A	A	A	A	A	A
52.232-26 Prompt Payment for Fixed-Price Architect-Engineer Contracts	32.908 (a)	Mar-01								A		
52.232-27 Prompt Payment for Construction Contracts.	32.908 (b)	Mar-01					R	R				
52.232-33 Payment by Electronic Funds Transfer--Central Contractor Registration.	32.1110(a), (a)(1), (b), and (c)(1)	May-99	A	A	A	A	A	A	A	A	A	A
52.232-34 Payment by Electronic Funds Transfer--Other than Central Contractor Registration.	32.1110 (a), (a)(2), (b), and (c)(2)	May-99	A	A	A	A	A	A	A	A	A	A
52.232-35 Designation of Office for Government Receipt of Electronic Funds Transfer Information.	32.1110(c)	May-99	A	A	A	A	A	A	A	A	A	A
52.232-36 Payment by Third Party.	32.1110(d) and (e)(3)	May-99	A	A	A	A	A	A	A	A	A	A
52.232-37 Multiple Payment Arrangements.	32.1110(e)	May-99	A	A	A	A	A	A	A	A	A	A
52.233-1 Disputes.	33.215	Dec-98	A	A	A	A	A	A	A	A	A	A
Alternate I	33.215	Dec-91	A	A	A	A	A	A	A	A	A	A
52.233-3 Protest after Award.	33.106 (b)	Aug-96	R	R	R	R	R	R	R	A	A	R
Alternate I	33.106 (b)	Jun-85		R		R		R		A	A	
52.236-1 Performance of Work by the Contractor.	36.501 (b)	Apr-84					A					
52.236-2 Differing Site Conditions	36.502	Apr-84					A		A			A
52.236-3 Site Investigation and Conditions Affecting the Work.	36.503	Apr-84					A		A			A
52.236-5 Material and Workmanship.	36.505	Apr-84					R	R				A

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52.236-6 Superintendence by the Contractor	36.506	Apr-84					A		A			A
52.236-7 Permits and Responsibilities.	36.507	Nov-91					R	R	A			A
52.236-8 Other Contracts.	36.508	Apr-84					A		A			A
52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.	36.509	Apr-84					A		A			A
52.236-10 Operations and Storage Areas.	36.51	Apr-84					A		A			A
52.236-11 Use & Possession Prior to Completion.	36.511	Apr-84					A					A
52.236-12 Cleaning Up.	36.512	Apr-84					A		A			A
52.236-13 Accident Prevention.	36.513	Nov-91					A		A			A
52.236-15 Schedules for Construction Contracts.	36.515	Apr-84					A					
52.236-16 Quantity Surveys.	36.516	Apr-84					A					A
Alternate I	36.516	Apr-84					A					
52.236-17 Layout of Work.	36.517	Apr-84					A					A
52.236-18 Work Oversight In Cost-Reimbursement Construction Contracts.	36.518	Apr-84						R				
52.236-19 Organization and Direction of the Work.	36.519	Apr-84						R				
52.236-21 Specifications and Drawings for Construction.	36.521	Feb-97					A		A			A
Alternate I	36.521	Apr-84					A		A			A
Alternate II	36.521	Apr-84					A		A			A
52.236-22 Design Within Funding Limitations.	36.609-1(c)	Apr-84								A		A
52.236-23 Responsibility of the Architect- Engineering Contractor.	36.609-2(b)	Apr-84								A		
52.236-24 Work Oversight in Architect-Engineering Contracts.	36.609-3	Apr-84								R		
52.236-25 Requirements for Registration of Designers.	36.609-4	Apr-84								A		
52.236-26 Preconstruction Conference.	36.522	Feb-95					A		A			
52.237-3 Continuity of Services.	37.110 (c)	Jan-91			A	A						A
52.237-4 Payment by Government to Contractor	37.404 (a)	Apr-84							A			A
Alternate I	37.404 (a)	Apr-84							A			A
52.237-5 Payment by Contractor to Government.	37.404 (b)	Apr-84							A			A
52.237-6 Incremental Payment by Contractor to Government.	37.404 (c)	Apr-84							A			A
52.237-9 Waiver of Limitation on Severance Payments to Foreign Nationals	37.113-2(b)	Oct-95	A	A	A	A	A	A	A	A	A	
52.239-1 Privacy or Security Safeguards (See Note 4.)	39.107	Aug-96	A	A	A	A						A
52.242-1 Notice of Intent to Disallow Costs	42.802	Apr-84	A	R	A	R	A	R	A	A	A	
52.242-2 Production Progress Reports.	42.1107(a)	Apr-91	A	A	A	A				A		
52.242-3 Penalties for Unallowable Costs.	42.709-6	Mar-01		A		A		A	A	A	A	
52.242-4 Certification of Indirect Costs.	42.703-2(f)	Jan-97		A		A		A	A	A	A	

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52.246-13 Inspection--Dismantling, Demolition, or Removal of Improvements	46.313	Aug-96							R			
52.246-17 Warranty of Supplies of a Non- complex Nature.	46.710 (a)(1)	Mar-01	A									
Alternate II	46.710 (a)(2)	Apr-84	A									
Alternate III	46.710 (a)(3)	Apr-84	A									
Alternate IV	46.710 (a)(4)	Apr-84	A									
Alternate V	46.710 (a)(5)	Apr-84	A									
52.246-18 Warranty of Supplies of a Complex Nature	46.710 (b)(1)	Mar-01	A									
Alternate II	46.710 (b)(2)	Apr-84	A									
Alternate III	46.710 (b)(3)	Apr-84	A									
Alternate IV	46.710 (b)(4)	Apr-84	A									
52.246-19 Warranty of Systems and Equipment under Performance Specifications or Design Criteria.	46.710 (c)(1)	Mar-01	A		A							
Alternate I	46.710 (c)(2)	Apr-84	A		A							
Alternate II	46.710 (c)(3)	Apr-84	A		A							
Alternate III	46.710 (c)(4)	Apr-84	A		A							
52.246-20 Warranty of Services.	46.710 (d)	Mar-01			A						A	
52.246-21 Warranty of Construction.	46.710 (e)(1)	Mar-94					A					A
Alternate I	46.710(e)(2)	Apr-84					A					A
52.246-23 Limitation of Liability.	46.805	Feb-97	A	A								A
52.246-24 Limitation of Liability-- High Value Items.	46.805 (a)	Feb-97	A	A								
Alternate I	46.805 (a)	Apr-84	A	A								
52.246-25 Limitation of Liability-- Services.	46.805 (a)(4)	Feb-97			R	R					A	A
52.247-1 Commercial Bill of Lading Notations.	47.104-4	Apr-84	A	R	A	R	A	R	A	A	A	A
52.247-5 Familiarization with Conditions.	47.207-1 (d)	Apr-84									R	A
52.247-7 Freight Excluded.	47.207-3 (d)(2)	Apr-84									A	A
52.247-8 Estimated Weights or Quantities Not Guaranteed.	47.207-3(e)(2)	Apr-84									A	A
52.247-9 Agreed Weight-General Freight.	47.207-4(a)(1)	Apr-84									A	A
52.247-10 Net Weight-General Freight.	47.207-4 (a)(2)	Apr-84									A	A
52.247-11 Net Weight- Household Goods or Office Furniture	47.207-4(b)	Apr-84									A	A
52.247-12 Supervision, Labor, or Materials	47.207-5(b)	Apr-84									A	A
52.247-13 Accessorial Services-- Moving Contracts	47.207-5 (c)	Apr-84									A	A
52.247-14 Contractor Responsibility for Receipt of Shipment.	47.207-5 (d)	Apr-84									R	A
52.247-15 Contractor Responsibility for Loading and Unloading.	47.207-5 (e)	Apr-84									A	A
52.247-16 Contractor Responsibility for Returning Undelivered Freight	47.207-5 (f)	Apr-84									A	A
52.247-17 Charges.	47.207-6 (a)(2)	Apr-84									R	A
52.247-18 Multiple Shipments.	47.207-6 (c)(5)(i)	Apr-84									A	A

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52.247-21 Contractor Liability for Personal Injury and/or Property Damage.	47.207-7 (c)	Apr-84									R	A
52.247-22 Contractor Liability for Loss of and/or Damage to Freight other than Household Goods.	47.207-7 (d)	Apr-84									A	A
52.247-24 Advance Notification by the Government.	47.207-8 (a)(1)	Apr-84									A	A
52.247-25 Government-Furnished Equipment with or without Operators.	47.207-9 (a)(2)(i)	Apr-84									A	A
52.247-26 Government Direction and Marking.	47.207-8 (a)(3)	Apr-84									A	A
52.247-27 Contract Not Affected by Oral Agreement	47.207-8 (b)	Apr-84									R	A
52.247-28 Contractor's Invoices	47.207-9 (c)	Apr-84									A	A
52.247-63 Preference for U.S.-Flag Air Carriers.	47.405	Jan-97	A	A	A	A	A	A	A	A	A	
52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels.	47.507 (a)	Jun-00	A	A	A	A	A	A	A		A	
Alternate I	47.507 (b)	Apr-84	A	A	A	A	A	A	A		A	
Alternate II	47.507 (c)	Apr-84					A	A				
52.248-1 Value Engineering.	48.201	Feb-00	A	A	A	A	A	A	A		A	
Alternate I	48.201 (c)	Apr-84	A	A	A	A	A	A	A		A	
Alternate II	48.201 (d)		A	A	A	A	A	A	A		A	
Alternate III	48.201 (e)(1)	Feb-00	A	A	A	A	A	A	A		A	
52.248-2 Value Engineering Program-Architect Engineer.	48.201(f)	Mar-90								A		
52.248-3 Value Engineering--Construction.	48.202	Feb-00					A	A				
Alternate I	48.202	Apr-84					A	A				
52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form).	49.502(a)(1)	Apr-84	A		A				A		A	A
Alternate I	49.502 (a)(2)	Apr-84							A			
52.249-2 Termination for Convenience of the Government (Fixed-Price).	49.502 (b)(1)(i)	Sep-96	A		A						A	
Alternate I	49.502(b)(1)(ii)	Sep-96					A					
Alternate II	49.502(b)(1)(iii)	Sep-96	A		A						A	
Alternate III	49.502(b)(1)(iii)	Sep-96					A					
52.249-3 Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements).	49.502 (b)(2)	Sep-96							R			
Alternate I	49.502 (b)(2)	Sep-96							A			
52.249-4 Termination for Convenience of the Government (Services) (Short Form).	49.502 (c)	Apr-84			A							A
52.249-6 Termination (Cost-Reimbursement)	49.503 (a)(1)	Sep-96		A		A			A		A	
Alternate I	49.503 (a)(2)	Sep-96						A				
Alternate II	49.503 (a)(3)	Sep-96		A		A			A		A	
Alternate III	49.503 (a)(3)	Sep-96						A				
52.249-7 Termination (Fixed- Price Architect- Engineer).	49.503 (b)	Apr-84								A		A
52.249-8 Default (Fixed- Price Supply and Service).	49.504 (a)(1)	Apr-84	R		R							A

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Alternate I	49.504 (a)(2)	Apr-84									A	A
52.249-9 Default (Fixed-Price Research and Development).	49.504 (b)	Apr-84										A
52.249-10 Default (Fixed-Price Construction).	49.504(c)(1)	Apr-84					R					A
Alternate I	49.504(c)(2)	Apr-84							A			A
Alternate II	49.504(c)(3)	Apr-84					0					A
Alternate III	49.504(c)(3)	Apr-84							A			A
52.249-13 Failure to Perform.	49.505 (c)	Apr-84										
52.249-14 Excusable Delays.	49.505 (d)	Apr-84		R		R		R				A
52.251-1 Government Supply Sources	51.107	Apr-84	A	A	A	A	A	A	A	A	A	A
52.251-2 Interagency Fleet Management System (IFMS) Vehicle and Related Services.	51.205	Jan-91		A		A		A				
52.253-1 Computer Generated Forms.	53.111	Jan-91	A	A	A	A	A	A	A	A	A	A

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252.201-7000 Contracting Officer's Representative.	201.602-70	Dec-91	A	A	A	A	A	A	A	A	A	A
252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	203.570-5	Mar-99	A	A	A	A	A	A	A	A	A	
252.204-7000 Disclosure of Information.	204.404-70	Dec-91	A	A	A	A	A	A	A	A	A	A
252.204-7001 Commercial and Government Entity (CAGE) Code Reporting.	204.603(1)	Aug-99	A	A	A	A	A	A	A	A	A	A
252.204-7002 Payment for Subline Items Not Separately Priced.	204.7104-1(b)(3)(iv)	Dec-91	A	A	A	A	A	A	A	A	A	A
252.204-7004 Required Central Contractor Registration.	204.7304	Mar-00	A	A	A	A	A	A	A	A	A	A
252.205-7000 Provision of Information to Cooperative Agreement Holders.	205.470-2	Dec-91	A	A	A	A	A	A	A	A	A	A
252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty.	209.103-70	Nov-95	A	A	A	A	A	A	A	A	A	
252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country	209.409	Mar-98	R	R	R	R	R	R	R	R	R	
252.215-7000 Pricing Adjustments.	215.408(1)	Dec-91	A	A	A	A	A	A	A	A	A	A
252.215-7002 Cost Estimating System Requirements.	215.408(2)	Oct-98	A	A	A	A	A	A	A	A	A	A
252.216-7003 Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government.	216.203-4-70(c)	Jun-97	A		A							
252.222-7002 Compliance with Local Labor Laws (Overseas).	222.7201(a)	Jun-97			A	A	A	A				A

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252.223-7001 Hazard Warning Labels.	223.303	Dec-91	A	A	A	A	A	A	A	A	A	A
252.223-7002 Safety Precautions for Ammunition and Explosives.	223.370-5	May-94	A	A	A	A	A	A	A	A	A	A
252.223-7003 Change in Place of Performance--Ammunition and Explosives.	223.370-5	Dec-91	A	A	A	A	A	A	A	A	A	A
252.225-7001 Buy American Act and Balance of Payments Program.	225.1101(2)	Mar-98	A	A	A	A						A
252.225-7002 Qualifying Country Sources as Subcontractors.	225.1101(3)	Dec-91	A	A	A	A						A
252.225-7006 -- Buy American Act -- Trade Agreements -- Balance of Payments Program Certificate	225.1101(5)	Mar-98	A	A	A	A	A	A	A	A	A	A
252.225-7007 -- Buy American Act -- Trade Agreements -- Balance of Payments Program	225.1101(6)	Apr-00										
252.225-7008 -- Supplies to be Accorded Duty-Free Entry	225.1101(7)	Mar-98	A	A	A	A	A	A	A	A	A	A
252.225-7009 -- Duty-Free Entry -- Qualifying Country Supplies (End Products and Components)	225.1101(8)	Aug-00	A	A	A	A	A	A	A	A	A	A
252.225-7010 -- Duty-Free Entry -- Additional Provisions	225.1101(9)	Aug-00	A	A	A	A	A	A	A	A	A	A
252.225-7012 Preference for Certain Domestic Commodities.	225.7002-3(a)	Aug-00	A	A	A	A					A	A
252.225-7016 Restriction on Acquisition of Ball and Roller Bearings.	225.7019-4	Dec-00	A	A	A	A						A
252.225-7026 -- Reporting of Contract Performance Outside the United States (Jun 2000)	225.7203	Jun-00	A	A	A	A	A	A	A	A	A	A
252.225-7031 Secondary Arab Boycott of Israel.	225.770-5	Jun-92	A	A	A	A	A	A	A	A	A	A
252.225-7037 Duty-Free Entry--Eligible End Products.	225.1101(14)	Aug-00	A	A	A	A						
252.225-7041 Correspondence in English.	225.1103(2)	Jun-97	A	A	A	A	A	A	A	A	A	A
252.225-7042 Authorization to Perform.	225.1103(3)	Jun-97	A	A	A	A	A	A	A	A	A	A
252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States.	225.7402	Jun-98	A	A	A	A	A	A	A	A	A	A
252.227-7013 Rights in Technical Data--Noncommercial Items.	227.7103-6(a)	Nov-95	A	A	A	A	A	A	A	A	A	A
252.227-7015 Technical Data--Commercial Items.	227.7102-3	Nov-95	A	A	A	A	A	A	A	A	A	A
252.227-7022 Government Rights (Unlimited).	227.7107-1(a)	Mar-79					A	A		A		
252.227-7023 Drawings and Other Data to Become Property of Government.	227.7107-1(b)	Mar-79					A	A		A		
252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.	227.7103-6(c)	Jun-95	A	A	A	A	A	A	A	A	A	A
252.227-7032 Rights in Technical Data and Computer Software (Foreign).	227.7103-17		A	A	A	A	A	A	A	A	A	A
252.227-7033 Rights in Shop Drawings.	227.7107-1(c)						A	A		A		

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252.227-7036 Certification of Technical Data Conformity.	227.7103-6(e)(3)	Jan-97	A	A	A	A	A	A	A	A	A	A
252.227-7037 Validation of Restrictive Markings on Technical Data.	227.7102-3(c)	Aug-99	A	A	A	A	A	A	A	A	A	A
252.227-7039 Patents—Reporting of Subject Inventions.	227.303(a)	Apr-90	A	A	A	A	A	A	A	A	A	A
252.228-7003 Capture and Detention.	228.370(d)	Dec-91	A	A	A	A	A	A	A	A	A	A
252.232-7008 Assignment of Claims (Overseas).	232.806(a)(1)	Jun-97	A	A	A	A	A	A	A	A	A	A
252.233-7001 Choice of Law (Overseas).	233.215-70	Jun-97	A	A	A	A	A	A	A	A	A	A
252.234-7000 Notice of Earned Value Management System.	234.005-71(a)	Mar-98	A	A	A	A	A	A	A	A		
252.234-7001 Earned Value Management System.	234.005-71(b)	Mar-98	A	A	A	A	A	A	A	A		
252.236-7000 Modification Proposals—Price Breakdown.	236.570(a)	Dec-91					A					
252.236-7001 Contract Drawings and Specifications.	236.570(a)	Aug-00					A					
252.236-7002 — Obstruction of Navigable Waterways (Dec 1991)	236.570(b)(1)	Dec-91	A	A	A	A	A	A	A	A	A	A
252.236-7003 — Payment for Mobilization and Preparatory Work (Jan 1997)	236.570(b)(2)	Jan-97	A	A	A	A	A	A	A	A	A	A
252.242-7000 Postaward Conference.	242.570	Dec-91	A	A	A	A	A	A	A	A	A	A
252.242-7003 Application for U.S. Government Shipping Documentation/Instructions.	242.1404-2-70	Dec-91	A	A	A	A	A	A	A	A	A	A
252.242-7004 Material Management and Accounting System.	242.7204	Dec-00	A	A	A	A	A	A	A	A	A	
252.242-7005 Cost/Schedule Status Report.	242.1107-70(a)	Mar-98	A	A	A	A	A	A	A	A	A	
252.243-7000 Engineering Change Proposals.	243.205-70	Sep-99	A	A	A	A	A	A	A	A		
252.243-7001 Pricing of Contract Modifications.	243.205-70	Dec-91	A		A		A					
252.243-7002 Requests for Equitable Adjustment.	243.205-72	Mar-98	A	A	A	A	A	A	A	A	A	
252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts).	244.403	Mar-00	A	A	A	A	A	A	A	A	A	A
252.245-7000 Government-Furnished Mapping, Charting, and Geodesy Property.	245.310-70	Dec-91	A	A	A	A	A	A	A	A	A	A
252.245-7001 Reports of Government Property.	245.505-14(a)	May-94	A	A	A	A	A	A	A	A	A	A
252.246-7000 Material Inspection and Receiving Report.	246.370	Dec-91	A	A	A	A	A	A	A	A	A	A
252.247-7012 Ordering Limitation.	247.271-4(g)	Dec-91	A	A	A	A	A	A	A	A	A	A
252.247-7013 Contract Areas of Performance.	247.271-4(h)	Dec-91	A	A	A	A	A	A	A	A	A	A
252.247-7016 Contractor Liability for Loss or Damage.	247.271-4(k)	May-00	A	A	A	A	A	A	A	A	A	A
252.247-7023 Transportation of Supplies by Sea.	247.573(b)(1)	Mar-00	A	A	A	A	A	A	A	A	A	

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252.247-7024 Notification of Transportation of Supplies by Sea.	247.573(c)	Mar-00	A	A	A	A	A	A	A	A	A	
252.251-7000 Ordering From Government Supply Sources.	251.107	May-95	A	A	A	A	A	A	A	A	A	A

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.209-1 -- QUALIFICATION REQUIREMENTS (FEB 1995)

(a) *Definition.* "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) _____ *

(Address) _____ *

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____ *

Manufacturer's Name _____ *

Source's Name _____ *

Item Name _____ *

Service Identification _____ *

Test Number _____ * (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

52.216-23 -- EXECUTION AND COMMENCEMENT OF WORK (APR 1984)

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than _____*_____ [insert date]. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

52.216-24 -- LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding _____*_____ dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is _____*_____ dollars.

52.216-25 -- CONTRACT DEFINITIZATION (OCT 1997)

(a) A _____*_____ *[insert specific type of contract]* definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include

- (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract,
- (2) all clauses required by law on the date of execution of the definitive contract, and
- (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a _____ *[insert specific type of proposal; e.g., fixed-price or cost-and-fee]* proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is *[insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data]*:

*

*

*

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by --

- (i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

Alternate I (Apr 1984). In letter contracts awarded on the basis of price competition, add the following paragraph (d) to the basic clause:

- (d) The definitive contract resulting from this letter contract will include a negotiated
_____ * _____ [insert "price ceiling" or "firm fixed price"] in no event to exceed
_____ * _____ [insert the proposed price upon which the award was based].

**52.225-11 -- BUY AMERICAN ACT -- BALANCE OF PAYMENTS PROGRAM --
CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)**

(a) *Definitions.* As used in this clause --

Component means any article, material, or supply incorporated directly into construction materials. Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means --

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark, Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan, Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda, Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen. Designated country construction material means a construction material that --

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means --

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the

cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material. North American Free Trade Agreement country means Canada or Mexico. North American Free Trade Agreement country construction material means a construction material that --

- (1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed. United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) *Construction materials.*

(1) This clause implements the Buy American Act (41 U.S.C.10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: _____ [*Contracting Officer list applicable excepted materials or indicate "none"*]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that --

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program.

(1)

- (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including --
 - (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
 - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
 - (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
 - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is non-compliance with the Buy American Act or Balance of Payments Program.
- (d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars) \1\
Item 1:			
Foreign construction material.
Domestic construction material.
Item 2:			
Foreign construction material.
Domestic construction material.

\1 Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued). List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

Alternate I (June 2000). As prescribed in 25.1102(c)(3), delete the definitions of "North American Free Trade Agreement country" and "North American Free Trade Agreement country construction material" from the definitions in paragraph (a) of the basic clause and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

(b) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C.10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act applies to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

52.236-4 -- PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by * [insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].

(b) Weather conditions * [insert a summary of weather records and warnings].

(c) Transportation facilities * [insert a summary of transportation facilities providing access from the site, including information about their availability and limitations].

(d) * [insert other pertinent information].

52.236-13 ACCIDENT PREVENTION (NOV 1991) - ALTERNATE I (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall--

(1) Provide appropriate safety barricades, signs, and signal lights

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment in fee on any individual task order or any suspension work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

52.244-6 – SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (MAR 2001)

(a) *Definitions.* As used in this clause --

"Commercial item," has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O.11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C.4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C.793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. App 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.252-04 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows: [TBD at time of alteration]

* To be defined in individual Task Orders.

**DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT
CLAUSES IN FULL TEXT**

**A. THE FOLLOWING FULL TEXT CLAUSE SHALL BE APPLICABLE TO
THE COST-REIMBURSEMENT TASK ORDER EFFORTS ONLY.**

252.236-7000 MODIFICATION PROPOSALS--PRICE BREAKDOWN (DEC 1991)

(a) The Contractor shall furnish an estimated cost and fee breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The estimated cost and fee breakdown--

(1) Must include sufficient detail to permit an analysis of fee, and of all costs for--

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar estimated cost and fee breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

SECTION J

LIST OF EXHIBITS AND ATTACHMENTS

<u>DOCUMENT</u>	<u>TITLE AND DATA</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
Attachment 1	Statement of Objectives	August 24, 2001	2
Attachment 2	Packaging, Marking, and Documentation Instructions	August 24, 2001	4
Attachment 3	Overseas Travel Request (Sample)	August 24, 2001	1
Attachment 4	Reserved		
Attachment 5	Partnering Agreement	TBD	TBD
Attachment R-1 (Attached by reference)	The contractor's revised proposal, dated <u>August 6, 2001</u> , is hereby incorporated by reference in its entirety.		
EXHIBITS:			
Exhibit A	Contract Data Requirements List (CDRL) For Technical Data	24 August 2001	5

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

In addition to the items identified in the CDRL, the following is a list of Data Requirements that may be included in Task Orders issued under this contract.

Title

Integrated Project Management Plan (IPMP)
Contract Work Breakdown Structure (CWBS)
Integrated Project Schedule (IPS)
Cost Performance Report (CPR)
Safety Analysis and Management Plan (SAMP)
Security Definition and Management Plan (SDMP)
Environmental Compliance/Technical Restoration
(EC/TR) Plan
Status/Progress Reports
Conference and Review Minutes
Integrated Logistics Support Plan (ILSP)
Modifications & Repairs Report
Close Out and Turnover
Technical Data Package (TDP)
Technical Manuals

DID

DI-MGMT-8004 (T)
DI-MGMT-81334(T)
DI-MGMT-80507 (T)
DI-MGMT-81466
DI-SAMP-81493 (T)
DI-SDMP-81493 (T)
DI-ECTR-001

DI-MGMT-80368
DI-ADMN-81250A
N/A
DI-MISC-80508 (T)
N/A
DI-CMAN-80776
N/A

DATE: August 24, 2001

COOPERATIVE THREAT REDUCTION INTEGRATING CONTRACT (CTRIC)

STATEMENT OF OBJECTIVES

1.0 BACKGROUND. With passage of the Soviet Nuclear Threat Reduction Act of 1991, Senators Sam Nunn and Richard Lugar established a farsighted program that responds to the threat of proliferation of nuclear, chemical and biological Weapons of Mass Destruction (WMD) and related expertise and knowledge. This legislation designated the Department of Defense as the executive agent for the Cooperative Threat Reduction (CTR) Program. The President delegated management authority to the Secretary of Defense, and the Secretary selected the Defense Threat Reduction Agency (DTRA) as his executive agent. Over the past ten years, Congress has authorized over \$3.6B to the CTR Program. The cost of the proposed acquisition is estimated at \$3-5B over a ten-year period of performance (initial five-year contract with a possible five-year award term based on performance.) DTRA is establishing a multiple-source capability (five integrating contractors) for an integrated approach to support the CTR Program in its operations and programs outside of the United States. The anticipated period of performance for this effort will be 10 years (an initial five year contract, with one five year option based on performance).

2.0 OVERALL PROGRAM OBJECTIVES. Central to this contracting effort are the means to:

- 2.1 Accelerate strategic and tactical arms reductions,
- 2.2 Enhance the safety, security, control, accounting, and centralization of WMD, as well as material agents associated with such WMD,
- 2.3 Assist both the United States (U.S.) and other governments to eliminate those WMD, their delivery systems, supporting subsystems, and associated infrastructure,
- 2.4 Encourage general military reductions and reform,
- 2.5 Reduce the threat of WMD proliferation regarding weapons, weapons technologies, and expertise, and
- 2.6 Eliminate conventional weapon systems and associated infrastructure, in the event future legislation authorizes DTRA to execute that mission.

3.0 CONTRACT OBJECTIVES. The objective of this contract is to provide safe, secure, efficient, and accurate planning, organizing, management, integration, reporting, operations, maintenance, logistics, construction, and eradication support resources in the areas of decommissioning, extraction, dismantlement, handling, and transport to accomplish the following tasks:

- 3.1 Elimination of solid/liquid-fueled rockets and air-breathing weapons, bombers, submarines, and other platforms,
- 3.2 Disposal of the residual products and by-products of such systems,
- 3.3 Elimination of weapons of mass destruction (WMD) support infrastructure and production facilities to include chemical and biological capabilities,
- 3.4 Storage and accounting for sensitive items of these systems and their warheads which are to be retained,
- 3.5 Non-proliferation of WMD expertise and sponsorship of collaborative efforts between WMD development experts and their respective laboratory and research facilities, and
- 3.6 Design, estimate, construct, and demolish horizontal (e.g., trenching, roads and railroads) and vertical (e.g., buildings, bunkers, and towers) tasks identified in applicable task orders.

4.0 CTRIC PERFORMANCE CONTRACT OBJECTIVE. The Government's objective for the CTRIC is to have five Indefinite Delivery/Indefinite Quantity (ID/IQ) integrating contractors perform all tasks related to the objectives specified in paragraph 3.0, above.

5.0 SCOPE. The scope of the CTRIC extends to executing current and future threat reduction activities outside the U.S. with Department of Defense (DoD) funds, or funds from other agencies transferred to DoD.

Date: August 24, 2001

PACKAGING, MARKING, AND DOCUMENTATION INSTRUCTIONS

1. General transportation instructions:

a. **All cargo will be transported via the Defense Transportation System (DTS).** Use of a conveyance other than the DTS will not allow for proper documentation of cargo and jeopardizes CTR Program compliance with International Implementing Agreements and Defense Threat Reduction Agency Export Licensing requirements established by the U.S. Department of Commerce, Bureau of Export Administration (DOC/BXA) and by the U.S. Department of State, Office of Defense Trade Controls (DOS/ODTC). References to these specific requirements can be found in the U.S. Export Administration Regulations that discuss the potential end use and end user of equipment/material provided to recipient nations.

b. Hand-carried items require special permission to be "exported" to the recipient nations. This applies to both Contractor and Government-carried items. Hand-carried shipments are authorized by completing a simple form provided by DTRA (CTL). Allow a one-week processing lead-time to legally obtain permission to hand carry an item into the FSU.

c. In order to ensure timely transportation, **the Contractor shall contact the DTRA (CTL) Transportation Project Manager at (703) 767-5961/facsimile (703) 767-7794 at least 3 months prior to the anticipated shipment date.** This long lead-time is required to allow for full and proper coordination of export licensing and transportation planning.

d. Some large end items that have CLS parts provided as part of the procurement. These "spare parts" packages should be sent to the CTS warehouse for inclusion in a future CLS shipment to the respective LSB. Spare parts should not accompany the major end item, as they are considered contraband by the foreign country customs officials (unless packed separately in an ISO container). Contact the DTRA Transportation Project Manager for specific guidance.

2. Packaging Instructions:

a. Packaging shall be suitable to ensure that all material, equipment and vehicles can be safely transported via ocean carrier, rail and truck to arrive undamaged at final destination in the Former Soviet Union (FSU).

b. Except as specifically noted, packaging and markings shall be in accordance with best commercial practice to prevent damage during shipment and handling. Preservation levels and packaging shall be commensurate with standards necessary for shipment of the material anywhere in the world and/or outside storage in ambient environmental conditions such that the material/equipment remains usable for the normal service life of subject equipment or material once it has been delivered.

c. Particular care shall be taken with mechanical equipment, providing sufficient preservation to protect material for sea transportation, while remaining capable of easily being placed into operational service upon arrival.

d. The Contractor shall identify external components of end items that are easily pilfered/damaged, but which are not conveniently removable. The Contractor shall crate such components in place using minimum thickness 1/4-inch plywood sheeting or heavy commercial shrink-wrapping. Examples of these components/items include air horns, radios, electronic devices, windows and hydraulic systems that may be susceptible to damage during transit.

f. The Contractor shall use vapor barrier packing for ocean carriage of high value (value exceeds \$500 per item) electronics (computers, engineering electronics, scientific, measurement and research lab equipment).

g. Cardboard over-pack containers used for packing items shall be triple wall in accordance with specification ASTM Standard D5168, or consist of 5/8 inch (minimum thickness) cleated plywood crates mounted on 4 foot by 4 foot skids or pallets. Crates and containers shall meet minimum requirements for double stacking inside ISO containers.

h. Equipment shall be prepared for shipment as containerized cargo, in a reduced configuration, not to exceed the maximum height of seven feet four inches (7'4") and width of seven feet six inches (7'6"). Items that cannot be containerized for shipment shall be configured for the maximum transportation configuration of eight feet (8') wide, twelve feet six inches (12'6") tall, and forty feet (40') long. Components removed to meet this requirement and/or to prevent pilferage [for easily removed items such as motors, gauges, and operational safety gear (i.e. fire extinguishers)] shall be crated or palletized as required and included in the containerized cargo. Equipment exceeding this requirement and not particularly reducible falls under special shipping requirements and should be referred to the CTR Transportation Manager.

i. Unitization shall be accomplished using commercial wood pallets (40 inches x 48 inches) with four (4) way entry, configured in a manner suitable for double stacking, two (2) high, covered with stretch wrap and strapped to prevent movement. As required, the material shall be stuffed into ISO containers (20', 40', flatrack), blocked and braced for safe transport via sea, rail, and truck. The U.S. Government shall provide ISO containers.

j. Each ISO container shall have attached to the inside a consolidated packing list showing the cargo by crate, pallet, or skid and weight of the contents. Each crate, pallet, or skid shall have an individual packing list attached to both the inside and outside of the crate, pallet or skid. Each item shall be listed using a descriptive name that uniquely identifies the item. Separately packed components or parts of end items shall be packaged together whenever possible. Separately packed components or parts of end items shall be placed on the packing list under a description of the end item to which they belong, in order to facilitate identification of destination customs codes. The weight and value of each individual item shall be listed by the OEM and included on the packing list. The net and gross weight for each box/crate, pallet, or skid shall be listed.

k. Equipment not designated to be shipped via ISO container shall be packed as follows:

(1) Packages larger than 58 inches high and 48 by 48 inches square shall be packed in cleated-plywood containers. The outer containers shall be palletized when the individual

container's weight exceeds 200 pounds. The equipment shall conform to requirements cited above for shipment worldwide and outside storage such that the equipment shall remain usable for the normal life of the equipment. Use of a skid base is authorized when the container's size and weight exceed these requirements and would not be suitable for palletizing.

(2) Equipment smaller than 4 cubic feet and weighing less than 65 pounds shall be preserved and packaged as described above and unitized (as quantities permit) in accordance with paragraph 2.i above.

(3) Vehicular equipment shall be provided commercial packaging, preservation, and marking, as well as provide for the capability for roll-on/roll-off (RO/RO) loading.

3. Marking Instructions:

a. All markings shall be in accordance with best commercial practice to prevent damage during shipment and handling. For separately shipped breakbulk cargo, this shall include center of gravity, lifting points and special lifting and handling requirements.

b. Each item of equipment, container, and pallet shall have packing lists attached to the interior of the container or on a placard attached to each piece of non-containerized equipment, and shall be marked on the exterior with the following information:

Packing list number (i.e., box 1 of 10, 2 of 10, etc.)
Contract or Purchase Order Number
Contractor's Name and Address
Gross Weight and Cube
Special Marking and Labeling (i.e., lift here, this end up, fragile, CG, etc.)
CTR (Nunn Lugar)/PROGRAM (e.g., Emergency Response Equipment RUSSIA or Industrial Partnerships RUSSIA) "FOR DELIVERY TO CONSIGNEE NAME,
DESTINATION, FSU COUNTRY NOT FOR SALE OR COMMERCIAL PURPOSE"

c. Hazardous Markings: The Contractor shall pack, mark, and document the equipment to comply with all applicable local, U.S., and international regulations for the safe carriage of goods by land, sea, and air. The Contractor shall ensure compliance with Title 49, Code of Federal Regulations (CFR), concerning hazardous requirements for shipping in accordance with international requirements. This includes delivering a copy of the Material Safety Data Sheet (MSDS) and the International Maritime Organization (IMO) Declaration on all shipments containing Hazardous Material. Note CDRL A004 for delivery information.

4. Documentation Instructions:

a. **Ten days after Contract award**, the Master Inventory List (CDRL A001) shall be prepared and forwarded by the Contractor in accordance with CDRL A001. Special note: Export Commodity Control Numbers (ECCNs) are found in the U.S. Export Administration Regulations, Commerce Control List, Part 774. Additionally, small quantities of materials can be classified through the U.S. Department of Commerce, using part 748.3 of the U.S. Export

Administration Regulations. These publications are available through local U.S. Department of Commerce District Offices.

b. **Sixty days prior to availability for shipping**, the Contractor shall provide shipment, planning and transportation documentation for the equipment provided under this contract (CDRL A002). This documentation shall include, but not be limited to:

(1) Front, back, and side view diagrams showing transportation configuration with all export shipping/packing dimensions, weights, and center of gravity for major pieces that will not fit inside ISO containers.

(2) Special shipping requirements, to include loading, blocking, bracing into ISO containers, or onto trailers or railcars.

(3) Special lifting and handling instructions for safe transport shall state/show: lifting points, center of gravity, and other special handling instructions (i.e., this end up, fragile, etc.).

(4) Volumetric quantity and Material Safety Data Sheets (MSDS) for all hazardous material included in the shipment (these shall be separated by packing list).

(5) Location, address, point of contact, telephone, fax, and e-mail contact for pick-up location.

(6) State the origin's capability for off-load/on-load of equipment or ISO containers.

c. **At the time of shipment pickup** the Contractor shall provide the following (CDRL A004):

(1) An updated version of the Master Inventory List, copies of the MSDS's and IMO Declarations for hazardous material contained in the shipment, and any other pertinent shipping documentation.

(2) An "Intermodal Certification" for all ISO Containers weighing more than 29,000 pounds gross cargo weight shall be Contractor prepared and delivered to the freight carrier at the time of pickup:

- Name of shipper
- Description of cargo
- Actual gross weight loaded into container including all cargo, dunnage, pallets, packaging, ice, etc.
- Date of shipment
- Container number

5. Products produced by the Contractor shall be subject to inspection by the cognizant DCMA. Product acceptance shall be evidenced on a Material Inspection and Receiving Report (DD Form 250). The DD Form 250 shall be completed by the Contractor using guidance provided in the DFARS, APPENDIX F.

Sample Travel Approval Request

OVERSEAS TRAVEL REQUEST (SAMPLE)

DTRA01-01-D-0013

ATTACHMENT 3

Date: August 24, 2001

Request Number	Requestor Name	Status	Travel Dates	Travel Locations	Purpose of Travel
01	Last name, Project Manager First name	R	21 - 26 Dec 2000 27 - 29 Dec 2000	Russia: Alejsk Russia: Surovatikha	Technical Visit - Requirements
02	Name Site Engineer	C	10 - 20 Aug 2000 20 - 22 Aug 2000 22 - 24 Aug 2000 24 Aug 2000	Russia: Moscow Russia: Surovatikha Russia: Arkangelsk Russia: Moscow	Equipment Inventory
03	Name Contracts Manager	C	17 - 19 Aug 2000 19 - 20 Aug 2000 21 - 22 Aug 2000 23 Aug 2000 24 - 27 Aug 2000	Ukraine: Kiev Ukraine: Mikhailiyenki Ukraine: Khmelnytskyi Ukraine: Vinnitsa Ukraine: Kiev	Subcontract Negotiations
04	name Project Manager	X	24 - 30 Aug 2000	Russia: Moscow/Sergiev Posad	Technical Visit - Requirements
05	name Contracts Manager	C	26 Aug - 28 Aug 2000 28 Aug - 30 Aug 2000 31 Aug 2000 1 Aug 2000 2 - 3 Aug 2000 4 - 9 Aug 2000	Russia: Moscow Russia: Moscow Russia: Surovatikha Russia: Arkangelsk Russia: Moscow	Contract Negotiations

R = Revised
X = Completed
C = Cancelled

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188					
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.										
A. CONTRACT LINE ITEM NO. N/A		B. EXHIBIT A		C. CATEGORY: TDP <input type="checkbox"/> TM <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> XXX						
D. SYSTEM/ITEM IAW Task Order		E. CONTRACT/PR NO. DTRA01-01-D-0013		F. CONTRACTOR Raytheon Technical Services Company						
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM Master Inventory List		3. SUBTITLE N/A						
4. AUTHORITY (Data Acquisition Document No.) N/A		5. CONTRACT REFERENCE Sections D & J		6. REQUIRING OFFICE DTRA/CTL						
7. DD 250 REQ N/A	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY SEE BLOCK 16	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION						
8. APP CODE A		11. AS OF DATE SEE BLOCK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	a. ADDRESSEE	b. COPIES					
					Draft	Final				
						Reg				
						Repro				
16. REMARKS: Block 10: One for each new shipment prepared for this new contract Block 11: Award of first task order Block 12: Ten days after award of first task order Block 13: Ten days after each new shipment ordering Remarks: The contractor shall provide a MIL, inclusive of all component parts, spares and consumables, for all contract line items (CLIN) stated in Section D. This list shall consist of the following data elements at a minimum: Manufacturer Name (OEM, not vendor name), Noun Name Description/commercial use, manufacturer's part number (OEM part number, not vendor part number), model number, serial number (if individually serialized), Export Commodity Control Number, item weight, quantity, unit of issue, Export Harmonized Code, individual unit value, extended value, total value of each shipment, DTRA's purchase order or contract number (the PO or contract under which DTRA purchased the item from the vendor) and the DTRA PO or contract date. When parts kits are procured each item shall be listed separately as required above. Perishable materials and medicines will show expiration date. The MIL shall be delivered in a spreadsheet using Microsoft Excel Version 5.0 or compatible format on a standard 3 1/2-inch floppy disk or transmitted via internet or e-mail. Abbreviations are not allowed, as foreign translation is required.				DTRA/CTR/PM		1				
				CLS Contractor		1				
				DTRA/CTL		1				
				DTRA/SETA		1				
				15. TOTAL					4	
				(b)(6) BY DTRA/CT		H. DATE August 24, 2001		I. APPROVED BY Herbert Thompson, Contracting Officer		J. DATE August 24, 2001

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188					
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.										
A. CONTRACT LINE ITEM NO. N/A		B. EXHIBIT A		C. CATEGORY: TDP <input type="checkbox"/> TM <input type="checkbox"/> OTHER <input type="checkbox"/> XXX						
D. SYSTEM/ITEM IAW Task Order		E. CONTRACT/PR NO. DTRA01-01-D-0013		F. CONTRACTOR Raytheon Technical Services Company						
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM Special Shipment Handling & Transportation Planning Documents		3. SUBTITLE N/A						
4. AUTHORITY (Data Acquisition Document No.) N/A		5. CONTRACT REFERENCE Sections D & J		6. REQUIRING OFFICE DTRA/CTL						
7. DD 250 REQ N/A	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY SEE BLOCK 16	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION						
8. APP CODE A		11. AS OF DATE SEE BLOCK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	a. ADDRESSEE	b. COPIES					
					Draft	Final				
						Reg				
						Repro				
				DTRA/CTR/PM		1				
				CLS Contractor		1				
				DTRA/CTL		1				
				DTRA/SETA		1				
16. REMARKS: Block 10: Each new shipment Block 11: Award of first task order Block 12: Sixty days prior to availability for shipment Block 13: Sixty days prior to each new shipment Remarks: The contractor shall deliver the Special Shipment Handling and Transportation Planning Documents as per Section J. They include: shipping configuration diagrams, special shipping requirements, lifting and handling instructions, hazardous material volumetric quantities and documentation, origin point of contact information, and capability to load ISO containers at origin.										
				15. TOTAL						4
				(b)(6)		BY DTRA/CT		H. DATE August 24, 2001		I. APPROVED BY Herbert Thompson, Contracting Officer
				J. DATE August 24, 2001						

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.						
A. CONTRACT LINE ITEM NO. N/A		B. EXHIBIT A		C. CATEGORY: TDP <input type="checkbox"/> TM <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> XXX		
D. SYSTEM/ITEM IAW Task Order		E. CONTRACT/PR NO. DTRA01-01-D-0013		F. CONTRACTOR Raytheon Technical Services Company		
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM Packaging, Marking and Documentation		3. SUBTITLE N/A		
4. AUTHORITY (Data Acquisition Document No.) N/A		5. CONTRACT REFERENCE Sections D & J		6. REQUIRING OFFICE DTRA/CTL		
7. DD 250 REQ N/A	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY SEE BLOCK 16	12. DATE OF FIRST SUBMISSION DAY OF SHIPMENT	14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE SEE BLOCK 16	13. DATE OF SUBSEQUENT SUBMISSION DAY OF EACH NEW SHIPMENT	a. ADDRESSEE	b. COPIES	
					Draft	Final
						Reg
						Repro
16. REMARKS: Block 10: Each new shipment delivery Block 11: Award of first task order Remarks: The contractor shall conform to Section J. The Master Inventory List (MIL) shall be updated with the box/crate number and ISO container that the items are packed in. MSDS and IMO Declaration for Hazardous Material Cargo shall be given to the freight carrier at pick up. See format requirements in CDRL A001. An "Intermodal Certification" shall be delivered as described in Para J XXXX, Para 5. The freight carrier undefined as the DTRA contracted carrier who picks up the cargo.				DTRA/CTR/PM		1
				CLS Contractor		1
				DTRA/CTL		1
				DTRA/SETA		1
				15. TOTAL		
G. PREPARED BY (b)(6) DTRA/CT		H. DATE August 24, 2001		I. APPROVED BY Herbert Thompson, Contracting Officer		J. DATE August 24, 2001

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188					
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.										
A. CONTRACT LINE ITEM NO. N/A		B. EXHIBIT A		C. CATEGORY: TDP <input type="checkbox"/> TM <input type="checkbox"/> OTHER <input type="checkbox"/> XXX						
D. SYSTEM/ITEM IAW Task Order		E. CONTRACT/PR NO. DTRA01-01-D-0013		F. CONTRACTOR Raytheon Technical Services Company						
1. DATA ITEM NO. A005		2. TITLE OF DATA ITEM Cost Performance Report (CPR)		3. SUBTITLE N/A						
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81466		5. CONTRACT REFERENCE Task Order Statement of Work		6. REQUIRING OFFICE DTRA/CTO						
7. DD 250 REQ N/A	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION 60 DAC	14. DISTRIBUTION						
8. APP CODE A		11. AS OF DATE SEE BLOCK 16	13. DATE OF SUBSEQUENT SUBMISSION MONTHLY	a. ADDRESSEE	b. COPIES					
					Draft	Final				
						Reg				
						Repro				
16. REMARKS: Block 4: Use DID as Reference. Contractor format acceptable. Block 11: Contract Award Block 13: Submit the CPR no later than the 20 th of each month. "CPR-No Criteria" shall be invoked. Block 14: Submit CPR in a spreadsheet format using Microsoft Excel or compatible application. Electronic submission is preferred wherever possible.				DTRA/CTR/PM		1				
				DTRA/AM		1				
				DTRA/SETA		1				
				DCMA/SE		1				
				15. TOTAL					5	
				G. PREPARED BY (b)(6) DTRA/CT		H. DATE August 24, 2001		I. APPROVED BY Herbert Thompson, Contracting Officer		J. DATE August 24, 2001